



Public Procurement Regulatory Authority

# Standard Tendering Documents

for

# Procurement of Petroleum Products

Public Procurement Regulatory Authority  
P.O. Box 2865,  
Dodoma.

December, 2018

## Preface

Procurement of petroleum products under public financed projects is carried out in accordance with policies and procedures laid down in the Public Procurement Act No. 7 of 2011 (hereinafter called PPA 2011) and the Public Procurement Regulations, 2013 – Government Notice No. 446 of 2013. (both hereinafter called Public Procurement Regulations).

This Standard Tendering Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by procuring entities in the procurement of petroleum products through International Competitive Tendering (ICT) and National Competitive Tendering (NCT).

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in public projects that are financed in whole or in part by public funds in accordance with the provisions of the PPA 2011 and the Public Procurement Regulations.

To obtain further information on procurement under public financed projects, contact:

Chief Executive Officer  
Public Procurement Regulatory Authority,  
P.O. Box 2865,  
Dodoma

**Tel:** +255 26 2963854

**e-mail:** [ceo@ppra.go.tz](mailto:ceo@ppra.go.tz)

Link to Website: <http://www.ppra.go.tz>

## TABLE OF CONTENTS

Preface	i
Abbreviations and Acronyms	ii
Invitation for Tenders	I
Instructions to Tenderers	II
Tender Data Sheet	III
General Conditions of Contract	IV
Special Conditions of Contract	V
Specifications and Schedule of Requirements	VI
Tender Forms	VII
Security Forms	VIII
Forms of Integrity	IX

## ABBREVIATIONS AND ACRONYMS

<b>TDS</b>	Tender Data Sheet
<b>CFR</b>	Cost and Freight
<b>CIF</b>	Cost Insurance and Freight
<b>CIP</b>	Cost and Insurance paid to a named Place.
<b>CPT</b>	Carriage Paid To
<b>EXW</b>	Ex- Works
<b>FOB</b>	Free on Board
<b>FCA</b>	Fee Carrier
<b>GCC</b>	General Conditions of Contract
<b>GPN</b>	General Procurement Notice
<b>ICT</b>	International Competitive Tendering
<b>IFT</b>	Invitation for Tenders
<b>ITT</b>	Instruction to Tenderers
<b>JV</b>	Joint Venture
<b>JVA</b>	Joint Venture Agreement
<b>NCT</b>	National Competitive Tendering
<b>PE</b>	Procuring Entity
<b>PET</b>	Petroleum Products
<b>PMU</b>	Procurement Management Unit
<b>PPA</b>	Public Procurement Act
<b>PPAA</b>	Public Procurement Appeals Authority
<b>PPRA</b>	Public Procurement Regulatory Authority
<b>SCC</b>	Special Conditions of Contract
<b>STD</b>	Standard Tendering Document
<b>URT</b>	United Republic of Tanzania

## **SECTION I: INVITATION FOR TENDERS**

*[Insert Name of Procuring Entity]*

*[Insert logo]*

*Tender No. [insert Tender identification number]*

*for*

*[Insert title or brief description of the petroleum products]*

## **Invitation for Tenders**

Date: *[insert date]*

1. This Invitation for Tenders follows the General Procurement Notice (GPN) which appeared in *[insert media]* Issue no.*[insert the issue No]* dated *[insert dates of issue of GPN]*.
2. The Government of the United Republic of Tanzania has set aside funds for the operation of the *[insert the name of the Procuring Entity (PE)]* during the financial year *[insert the year under financing]*. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the *[insert the name of the contract]*  
or

The *[insert name of PE]* received/has applied for/intends to apply for a *[loan/credit /grant]* from the *[name of financing institution]* towards the cost of *[insert name of program/project/]*, and it intends to apply part of the proceeds of this *[loan/credit/grant]* to cover eligible payments under the contract for *[insert name of contract]*.

3. The *[Insert the name of the PE]* now invites sealed Tenders from eligible *[insert "national" if exclusive preference is applicable]* Suppliers for carrying out the *[insert brief description of the petroleum products to be procured]*.
4. Tendering will be conducted through the *[insert method of procurement]* procedures specified in the Public Procurement Regulations and is open to all Tenderers as defined in the Regulations.
5. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the *[Insert the Physical and postal*

*address of the Tender board Secretary of the PE] from [start and end of working hours] on Monday to Friday inclusive except on public holidays.*

6. A complete set of Tendering Documents in *[insert the language of Tendering documents]* and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 5 above and upon payment of a non-refundable fee of *[insert the currency and amount]*. Payment should either be by Cash, Banker's Draft, or Banker's Cheque, payable to *[state the title of the Accounting Officer to which payments are to be made]*.
7. All Tenders must be accompanied by a Tender Security in an acceptable form in the amount of *[insert the amount in local currency]* or freely convertible currencies.

or

All Tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.

8. All Tenders in one original plus *[Insert the number of copies required]* copies, properly filled in, and enclosed in plain envelopes must be delivered to the address *[insert physical address, room number, floor, building/plot]* at or before *[insert time and date]*. Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the *[insert the physical address of the place for tender opening]*.
9. Late Tenders, portion of Tenders, electronic Tenders, Tenders not received, Tender not opened, and not readout in public at the Tender open ceremony shall not be accepted for evaluation irrespective of the circumstances.

## **ACCOUNTING OFFICER**

*[Insert the title of the Accounting Officer]*

## **SECTION II: INSTRUCTIONS TO TENDERERS**

## Table of Clauses

A.	Introduction.....	4
	1. Scope of Tender.....	4
	2. Source of funds.....	4
	3. Eligible Tenderers.....	4
	4. Eligible Petroleum Products and services.....	6
	5. One Tender per Tenderer.....	7
	6. Cost of Tendering.....	7
B.	The Tendering Documents.....	8
	7. Content of Tendering Document.....	8
	8. Clarification of Tendering Documents.....	9
	9. Amendment of the Tendering Document.....	9
C.	Preparation of Tenders.....	10
	10. Language of Tender.....	10
	11. Documents comprising the Tender.....	10
	12. Documents Establishing Eligibility of Petroleum and Related Services and Conformity to Tendering Documents.....	11
	13. Documents Establishing Tenderer’s Eligibility and Qualifications....	13
	14. Form of Tender.....	15
	15. Tender prices .....	15
	16. Tender currencies.....	19
	17. Tender validity Period .....	19
	18. Tender Security and Tender Securing declaration.....	20
	19. Alternative Tender by Tenderers.....	22
	20. Format and signing of the Tender.....	23
D.	Submission of Tenders.....	24
	21. Sealing and Marking of the Tenders.....	24
	22. Deadline for submission of the Tenders.....	25
	23. Late Tenders.....	25
	24. Modification, Substitution and Withdrawal of Tenders.....	25
E.	Opening and Evaluation of Tenders.....	26
	25. Opening of Tenders by the purchaser.....	26
	26. Confidentiality.....	28
	27. Clarification of Tenders.....	29
	28. Preliminary Examination of Tenders.....	29
	29. Technical Evaluation.....	30
	30. Correction of Errors.....	31
	31. Conversion into single currency.....	31

	32. Commercial Evaluation of Tenders .....	32
	33. National Preference.....	36
	34. Determination of lowest Evaluated Tender.....	37
	35. Post qualification of the Tenderer.....	38
F.	Award of Contract.....	38
	36. Award Criteria.....	38
	37. Negotiation .....	39
	38. Procuring Entity's right to accept any Tender or to reject any or all Tenders	39
	39. Procuring Entity's right to vary quantities at the time of award.....	40
	40. Notification of Award.....	40
	41. Signing of Contract.....	40
	42. Performance Security.....	40
	43. Advance Payment.....	41
	44. Adjudicator.....	41
	45. Fraud and Corruption.....	42
G.	Review of Procurement Decisions.....	43
	46. Right to review.....	43
	47. Time Limit on review.....	44
	48. Submission of Application for review.....	44
	49. Decision by the head of Procuring Entity.....	44
	50. Reviews by the Public Procurement Appeals Authority.....	46

## A. Introduction

1.	<b>Scope of Tender</b>	1.1	The PE indicated in the TDS invites Tenders for the supply of petroleum products as specified in the TDS and <b>Technical Specification</b> .
		1.2	The successful Tenderer will be expected to complete the supply of petroleum products within the period stated in the TDS from the start date and completion date specified in the TDS.
2.	<b>Source of Funds</b>	2.1	<p>The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the PE named in the TDS during the Financial Year indicated in the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of petroleum products as described in the TDS.</p> <p style="text-align: center;">Or</p> <p>The Government of the United Republic of Tanzania through the PE named in the TDS has received/has applied for/intends to apply for a [loan/credit /grant] from the financing institution named in the TDS towards the cost of the project described in the TDS, and it intends to apply part of the proceeds of this [loan/credit] to payments under the Contract described in the TDS.</p>
		2.2	Payments will be made directly by the PE (or by financing institution specified in the TDS upon request of the PE to so pay) for each call-off order and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3.	<b>Eligible Tenderers</b>	3.1	A Tenderer may be a natural person, private entity, Government-owned entity, subject to <b>ITB sub-Clause 3.4</b> or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture,

			consortium, or association, unless otherwise specified in the <b>TDS</b> , all parties shall be jointly and severally liable.
		3.2	The Invitation for Bids (IFT) is open to all suppliers as defined in the Public Procurement Regulations–Government Notice No. 446 of 2013 except as provided hereinafter.
		3.3	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved supplier in Tanzania before signing the Contract.
		3.4	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <ul style="list-style-type: none"> <li>a) participated, are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the <b>PE</b> to provide consulting services for the preparation of the design, specifications and other documents to be used for the supply of the petroleum products to be procured under this <b>IFT</b>;</li> <li>b) have controlling shares in common;</li> <li>c) receive or have received any direct or indirect subsidy from any of them;</li> <li>d) have the same legal representative for purposes of this bid;</li> </ul>

			<p>e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the <b>PE</b> regarding this Tendering process; or</p> <p>f) Submit more than one Tender in this Tendering process.</p>
		3.5	Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of the United Republic of Tanzania in accordance <b>with sub-Clause 45.1.</b>
		3.6	Government-owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Government and are registered by the relevant registration boards or authorities.
		3.7	If so requested in the <b>TDS</b> , Tenderers shall provide such evidence of their continued eligibility satisfactory to the <b>PE</b> .
<b>4.</b>	<b>Eligible Petroleum Products and Related Services</b>	4.1	All petroleum products and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For the purpose of this Tender ineligible countries are stated in the <b>TDS</b> .
		4.2	For the purposes of this Clause, the term “petroleum products” includes but is not limited to “lubricating oils, greases, brake fluids, bitumen, aviation gas, heavy fuel oils, jet A-1, industrial diesel oil, premium motor spirit, automotive gas oil, illuminating kerosene, LPG and coolants”; and related services includes services such as insurance, training and initial maintenance.

		4.3	For purposes of this Clause, “origin” means the place where the petroleum products are mined, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
		4.4	The nationality of the firm that produces, assembles, distributes, or sells the petroleum products shall not determine their origin.
		4.5	To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the Form of Tender.
		4.6	If so required in the TDS, the Tenderer shall demonstrate that it has been duly authorized by the producer of the petroleum products to supply in the United Republic of Tanzania the products indicated.
<b>5.</b>	<b>One Tender per Tenderer</b>	5.1	A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture.
		5.2	No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.
		5.3	A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
		5.4	A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
<b>6.</b>	<b>Cost of Tendering</b>	6.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or

			liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.
--	--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## B. Tendering Documents

7.	<b>Content of Tendering Documents</b>	7.1	<p>In addition to the IFT, the Tendering documents which should be read in conjunction with any addenda issued in accordance with Instruction to Tenderers <b>(ITB) clause 9.2 include:</b></p> <p>Section II Instructions to Tenderers (ITB)  Section III Tender data sheet (TDS)  Section IV General Conditions of Contract (GCC)  Section V Special Conditions of Contract (SCC)  Section VI Technical Specifications &amp; Schedule of Requirements  Section VII Tender Forms</p> <ul style="list-style-type: none"> <li>• Tender Form and Price Schedule</li> <li>• Power of Attorney</li> <li>• Letter of Acceptance</li> <li>• Seller's acknowledgement of Notice of Award</li> <li>• Form of Contract</li> <li>• Information on the Discharge Port/Ports</li> </ul> <p>Section VIII Security Forms</p> <ul style="list-style-type: none"> <li>• Tender Security Form</li> <li>• Tender Securing Declaration</li> <li>• Performance Security Form</li> </ul> <p>Section IX Forms of Integrity</p> <ul style="list-style-type: none"> <li>• Undertaking by Tenderer on Anti-bribery Policy/ Code of Conduct and Compliance Programme.</li> </ul>
		7.2	The number of copies to be completed and returned with the Tender is specified in the <b>TDS</b>
		7.3	The IFT (Section I) issued by the <b>PE</b> is not part of the Tendering documents. In case of discrepancies between the IFT and the Tendering documents listed <b>in sub-Clause 7.1</b> above, said Tendering documents

			will take precedence.
		7.4	The <b>PE</b> is not responsible for the completeness of the Tendering documents and their addenda, if they were not obtained directly from the appropriate Tender Board.
		7.5	The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
<b>8.</b>	<b>Clarification of Tendering Documents</b>	8.1	A prospective Tenderer requiring any clarification of the Tendering documents shall contact the <b>PE</b> in writing or electronic mail, telex or facsimile at the <b>PE's</b> address indicated in the <b>TDS</b> prior to the deadline for the submission of Tenders prescribed in <b>sub- Clause 22.1.</b>
		8.2	The <b>PE</b> will within three (3) working days respond in writing to any request for clarification provided that such request is received no later than two (2) weeks prior to the deadline for the submission of Tenders prescribed in <b>sub-Clause 22.1.</b>
		8.3	Copies of the <b>PE's</b> response will be forwarded to all purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.
		8.4	Should the <b>PE</b> deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure <b>under ITB Clause 9.</b>
<b>9.</b>	<b>Amendment of Tendering Documents</b>	9.1	Before the deadline for submission of Tenders, the <b>PE</b> , for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tendering documents by issuing addenda.

		9.2	Any addendum issued shall be part of the Tendering documents pursuant to <b>sub-Clause 7.1</b> and shall be communicated in writing or cable to all who have obtained the Tendering documents directly from the <b>PE</b> . Prospective Tenderers shall acknowledge receipt of each addendum by writing, electronic mail, telex or facsimile to the <b>PE</b> .
		9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the <b>PE</b> , at its discretion, may extend the deadline for the submission of Tenders, pursuant to <b>sub-Clause 22.2</b> .

### C. Preparation of Tenders

10.	<b>Language of Tender</b>	10.1	The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the <b>PE</b> shall be written in the language specified in the <b>TDS</b> . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the <b>TDS</b> , in which case, for purposes of interpretation of the Tender, the translation shall govern.
11.	<b>Documents Constituting the Tender</b>	11.1	The Tender prepared by the Tenderer shall comprise the following: <ul style="list-style-type: none"> <li>a) a Tender Form and a Price Schedule duly completed in accordance with <b>ITB Clause 14, 15 and 16</b></li> <li>b) documentary evidence established in accordance with <b>ITB Clause 13</b> that the Tenderer is eligible to Tender and has minimum experience and is otherwise financially qualified to perform the Contract ;</li> <li>c) Documentary evidence established in accordance with <b>ITB sub-Clause 13.3(a)</b> that</li> </ul>

			<p>the Tender has been authorized by the producer to supply the petroleum products the United Republic of Tanzania, where required and where the supplier is not the producer of those petroleum products;</p> <p>d) documentary evidence established in accordance with <b>ITB Clause 12</b> that the petroleum products and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering documents;</p> <p>e) Tender security or Tender securing declaration furnished in accordance with <b>ITB Clause 18</b>;</p> <p>f) Written Power of Attorney (as per format provided in <b>Section VIII</b>) authorizing the signatory of the Tender to commit the Tenderer, in accordance with <b>ITB Clause 20.2</b>; and</p> <p>g) Any other document required in the <b>TDS</b>.</p>
12.	<b>Documents Establishing Eligibility of Petroleum products and Related Services and Conformity to Tendering Documents</b>	12.1	Pursuant to <b>ITB Clause 11</b> , the Tenderer shall furnish, as part of its bid, documents establishing, to the PE's satisfaction, the eligibility and conformity to the Tendering documents of the petroleum products and related services to be supplied under the Contract.
		12.2	The documentary evidence of the eligibility of the Petroleum products and related services shall consist of a statement in the Price Schedule of the country of origin of the petroleum products and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
		12.3	<p>The documentary evidence of conformity of the petroleum products and related services to the Tendering documents may be in the form of literature, drawings, and data and shall consist of:</p> <p>(a) a detailed description of the essential chemical characteristics of the petroleum products;</p>

			<p>(b) an item-by-item commentary on the <b>PE's</b> Technical Specifications demonstrating substantial responsiveness of the petroleum products and related services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p> <p>(c) A sample of some of the petroleum products and a draft of the product label may be requested and should be provided as specified in the <b>TDS</b>. The cost of providing such a sample will be to the Tenderer's cost and will not be reimbursed.</p> <p>(d) a discussion of the risk factors in the use of the petroleum products and recommended risk mitigation measures and procedures.</p>
		12.4	<p>Unless the <b>TDS</b> stipulates otherwise, the petroleum products to be supplied under the contract shall be registered with the relevant authority in the United Republic of Tanzania. A Tenderer who has already registered its petroleum products by the time of Tendering should submit a copy of the Registration Certificates, with its Tender. Otherwise, the successful Tenderer, by the time of contract signing, shall submit to the Procuring Entity either;</p> <p>(a) a copy of the Registration Certificate of the Goods for use in the United Republic of Tanzania, or if such Registration Certificate has not yet been obtained;</p> <p>(b) evidence establishing to the <b>PE's</b> satisfactions that the Tenderer has complied with all the documentary requirements for registration as specified in the <b>TDS</b>.</p>
		12.5	<p>The <b>PE</b> shall at all times cooperate with the successful Tenderer to facilitate the registration process within the United Republic of Tanzania. The agency and contact person able to provide additional information about registration are</p>

			identified in the <b>TDS</b> .
		12.6	If the petroleum products of the successful Tender have not been registered in the United Republic of Tanzania at the time of contract signing, then the contract shall become effective upon such date as the certificate of Registration is obtained.
		12.7	For purposes of the commentary to be furnished pursuant to <b>sub-Clause 12.3 (b)</b> above, the Tenderer shall note that standards as well as references to brand names designated by the <b>PE</b> in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the <b>PE's</b> satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
		12.8	The required documents and other accompanying documents must be typewritten in English. In case any language other than English is used the pertinent translation into English shall be attached to the original version.
<b>13.</b>	<b>Documents Establishing Tenderer's Eligibility and Qualifications</b>	13.1	Pursuant to <b>ITB Clause 11</b> , the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
		<b>13.2</b>	The documentary evidence of the Tenderer's eligibility to Tender shall establish to the <b>PE's</b> satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under <b>ITB Clause 3</b> .
		<b>13.3</b>	The documentary evidence of the Tenderer's qualifications to perform the contract if its Bid is accepted shall establish to the <b>PE's</b> satisfaction:  a) that, in the case of a Tenderder offering to

		<p>supply petroleum products under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the petroleum products' producer to supply the petroleum products in the United Republic of Tanzania;</p> <p>b) that, the producer is incorporated in the country of producer, which shall be an eligible country;</p> <p>c) has been issued a certificate of resale in the country of origin by the regulatory authority for petroleum products covered by this ITB;</p> <p>d) provides evidence that the petroleum products have, where required by the United Republic of Tanzania, certificates of registration issued by the United Republic of Tanzania<sup>1</sup>; these certificates relate to active ingredients as well as to the final products;</p> <p>e) provides evidence that petroleum products has been produced under internationally acceptable manufacturing procedures, in accordance with ISO 9000 or equivalent;</p> <p>f) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the <b>TDS</b>, and has a successful performance history in accordance with criteria specified in the <b>TDS</b>. If a pre-qualification process has been undertaken for the Contract, the Tenderer shall, as part of its Tender, update any information submitted with its pre-qualification;</p> <p>g) that, in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country</p>
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<sup>1</sup> In case of non chemical products, the necessary import permits and certification of quality as required by the borrower.

			<p>equipped, and able to carry out the supplier's stocking and after sales services obligations prescribed in the GCC and/or Technical Specifications; and</p> <p>h) the Tenderer meets the qualification criteria listed in the TDS.</p>
		<b>13.4</b>	<p>When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-</p> <ul style="list-style-type: none"> <li>a) average annual turnover;</li> <li>b) particular experience including key production rates;</li> <li>c) financial means, etc;</li> <li>d) personnel capabilities; and</li> <li>e) equipment capabilities.</li> </ul> <p>In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices for which the Tenderer meets the above requirement.</p>
<b>14.</b>	<b>Form of Tender</b>	14.1	The Tenderer shall fill the Form of Tender furnished in the Tendering documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.
<b>15.</b>	<b>Tender Prices</b>	15.1	The Tender prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.
		15.2	All lots and items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.

		15.3	The Tender price to be quoted in the Tender Form in accordance with <b>sub-Clause 15.1</b> shall be the total price of the Tender, excluding any discounts offered.
		15.4	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Tender Form in accordance with <b>sub-Clause 15.9</b> .
		15.5	The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the petroleum products it intends to supply under the Contract
		15.6	<p>Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <p>a) For petroleum products offered from within the United Republic of Tanzania:</p> <p>(i) the price of the petroleum products quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all custom duties and sales and other taxes already paid or payable:</p> <p style="padding-left: 40px;">A. on the components and raw material used in the manufacture or assembly of petroleum products quoted ex works or ex factory;</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 40px;">B. on the previously imported petroleum products of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;</p> <p>(ii) United Republic of Tanzania sales and other taxes which will be payable on the petroleum products if the Contract is awarded;</p> <p>iii) the price for inland transportation, insurance, and other local costs incidental to delivery of</p>

			<p>the petroleum products to their final destination, if specified in the <b>TDS</b>;</p> <p>iv) the price of other (incidental) services, if any, listed in the <b>TDS</b>.</p> <p>b) For petroleum products offered from abroad:</p> <p>i) the price of the petroleum products shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the United Republic of Tanzania, as specified in the <b>TDS</b>. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible source country provided that the transport complies with local and international safety standards for petroleum products transported. Similarly, the Tenderer may obtain insurance services from any eligible source country;</p> <p>ii) the price of the petroleum products quoted FOB port of shipment (or FCA, as the case may be), if specified in the <b>TDS</b>.</p> <p>iii) the price of petroleum products quoted CFR port of destination (or CPT as the case may be), if specified in the <b>TDS</b>.</p> <p>iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the petroleum products from the port of entry to their final destination, if specified in the <b>TDS</b>.</p> <p>v) the price of (incidental) services, if any, listed in the <b>TDS</b>;</p> <p>vi) The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce at the date of the <b>IFT</b>.</p>
--	--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		15.7	<p>Prices proposed on the Price Schedule for petroleum products and related services shall be dis-aggregated, where appropriate as indicated in this sub-Clause. This dis-aggregation shall be solely for the purpose of facilitating the comparison of Tenders by the PE. This, shall not in any way limit the PE's right to contract on any of the terms offered:-</p> <p>a) <b>For petroleum products:-</b></p> <ul style="list-style-type: none"> <li>i) the price of the petroleum products, quoted CIP or other INCOTERMS as specified in the <b>TDS</b>;</li> <li>ii) all custom duties, sales tax, value added tax, and other taxes applicable in the United Republic of Tanzania to petroleum products or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer; and</li> </ul> <p>b) <b>For Related Services</b></p> <ul style="list-style-type: none"> <li>i) The price of the related services;</li> <li>ii) All custom duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and</li> <li>iii) The total price for the item.</li> </ul>
		15.8	<p>Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the <b>TDS</b>. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to <b>ITB Clause 28</b>. If, however, in accordance with the <b>TDS</b>, prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a id submitted with a fixed price quotation will not be rejected, but the</p>

			price adjustment would be treated as zero.
		15.9	If so indicated in the <b>IFT</b> , <b>ITB</b> , and <b>TDS</b> that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual contracts within a package.
<b>16.</b>	<b>Tender Currencies</b>	16.1	Prices shall be quoted in the following currencies:  a) For petroleum products and related services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the <b>TDS</b> .  b) For petroleum products and related services that the Tenderer will supply from outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies
		16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in <b>sub-Clause.16.1</b> above shall be the selling rates for similar transactions established by the Bank of Tanzania on the date 28 days prior to the latest deadline for submission of Tenders. If the Tenderer uses other rates of exchange, the provisions of <b>ITB Clause 31</b> shall apply. In any case, payments will be computed using the rates quoted in the bid.
		16.3	Tenderers shall indicate details of their expected foreign currency requirements in the Tender.

		16.4	Tenderers may be required by the <b>PE</b> to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the <b>SCC</b> are reasonable and responsive to <b>sub-Clause 16.1</b> .
<b>17.</b>	<b>Tender Validity Period</b>	17.1	Tenders shall remain valid for the period stipulated in the <b>TDS</b> after the date of Tender submission specified in <b>ITB Clause 22</b> . A Tender valid for a shorter period shall be rejected by the <b>PE</b> as non-responsive.
		17.2	In exceptional circumstances, prior to the expiration of the Tender validity period, the <b>PE</b> may request that the Tenderer's consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made in writing. The Tender security provided under <b>ITB Clause 18</b> shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender security or Tender Securing declaration for the period of the extension, and in compliance with <b>ITB Clause 18</b> in all respects.
		17.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
<b>18.</b>	<b>Tender Security or Tender</b>	18.1	Pursuant to <b>ITB Clause 11</b> , unless otherwise specified in the <b>TDS</b> , the Tenderer shall furnish as

	<b>Securing Declaration</b>		part of its Tender, a Tender security in original form and in the amount and currency specified in the <b>TDS</b> or Tender securing declaration as specified in the <b>TDS</b> in the format provided in the Section for Security Forms
		18.2	The Tender security or Tender securing declaration is required to protect the <b>PE</b> against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to <b>sub-Clause 18.9</b> .
		18.3	<p>The Tender security shall be denominated in Tanzanian Shillings or in a freely convertible currency, and shall be, at the Tenderer's option, in one of the following forms:</p> <p>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, in the form provided in the Tendering documents or another form acceptable to the <b>PE</b> and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer;</p> <p>b) a certified banker's cheque; or</p> <p>c) any other forms of security indicated in the <b>TDS</b>, from a reputable source, from an eligible country.</p>
		18.4	The Tender security shall be in accordance with the form of the Tender security or Tender securing declaration included in the Section for Security Forms or another form approved by the <b>PE</b> prior to the Tender submission.
		18.5	The Tender security shall be payable promptly upon written demand by the <b>PE</b> in case any of the conditions listed in <b>sub-Clause 18.9</b> are invoked.

		18.6	Any Tender not accompanied by a Tender security or declaration in accordance with <b>sub-Clauses 18.1</b> and <b>18.3</b> shall be rejected by the <b>PE</b> as non-responsive, pursuant to <b>ITB Clause 28</b> .
		18.7	Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the <b>PE</b> pursuant to <b>ITB Clause 17</b> .
		18.8	The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract or pursuant to <b>ITB Clause 41</b> , and furnishing the performance security, pursuant to <b>ITB Clause 42</b> .
		18.9	The Tender security may be forfeited or the Tender securing declaration executed: a) if a Tenderer i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in <b>ITB sub-Clause 17.2; or</b> ii) does not accept the correction of errors pursuant to <b>ITB Clause 30; or</b> b) in the case of a successful Tenderer, if the Tenderer fails: i) to sign the contract in accordance with <b>ITB Clause 41; or</b> ii) to furnish performance security in accordance with <b>ITB Clause 42</b> .
		18.10	The Tender security or the Tender securing declaration of a joint venture must be in the name of the joint venture submitting the Tender.
		18.11	A Tenderer shall be suspended from being eligible for Tendering in any contract with the <b>PE</b> for the period of time indicated in the Tender securing declaration: (a) if the Tenderer withdraws its Tender, except as

			<p>provided in ITB sub-Clauses 17.2 and 30.2; or</p> <p>(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required performance security.</p>
<b>19.</b>	<b>Alternative Tenders by Tenderers</b>	19.1	Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the TDS. If so allowed, shall Prevail.
		19.2	Pursuant to <b>sub-Clause 19.1</b> , Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the PE, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the PE.
		19.3	A Tenderer may submit both a main Tender which conforms precisely to the Schedule of Requirements and an alternative Tender.
		19.4	Where a Tenderer submits more than one Tender, each Tender shall be submitted as a completely separate Tender and shall conform to the instructions for preparation and submission of Tenders in its own right, without any reliance on any other Tender. In particular, each Tender shall be separately signed, authorised, sealed, labeled

			and submitted in accordance with the instructions for submission of Tenders and shall be accompanied by a separate security, if so required. Such Tenders shall be labeled "Main Tender" and "Alternative Tender".
		19.5	The evaluation of alternative Tenders shall use the same methodology, criteria and weights as the evaluation of main Tenders, except that the detailed technical evaluation shall take into account only the objectives and/or performance requirements prescribed in the Schedule of Requirements.
<b>20.</b>	<b>Format and Signing of Tender</b>	20.1	The Tenderer shall prepare an original and the number of copies/sets of the Tender indicated in the <b>TDS</b> , clearly marking each one as "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall prevail.
		20.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the <b>TDS</b> and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
		20.3	Any interlineations, erasures, or overwriting to correct errors made by the Tenderer should be initialed by the person or persons signing the Tender.
		20.4	The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this

			Tender and to contract execution if the Tenderer is awarded the contract
--	--	--	--------------------------------------------------------------------------

#### D. Submission of Tenders

21.	<b>Sealing and Marking of Tenders</b>	21.1	The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as “ <b>ORIGINAL</b> ” and “ <b>COPY</b> ”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. For the purpose of this Clause, “seal” can be a piece of wax, soft metal or paper that is placed across the opening of a letter or box and which has to be broken before the letter or box can be opened.
		21.2	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a) be addressed to the <b>PE</b> at the address given in the <b>TDS</b>; and</li> <li>b) bear the Project name indicated in the <b>TDS</b>, the IFT title and number indicated in the <b>TDS</b> , and a statement: “<b>DO NOT OPEN BEFORE,</b>” to be completed with the time and the date specified in the <b>TDS</b>, pursuant to <b>ITB sub-Clause 18.1</b>.</li> </ul>
		21.3	In addition to the identification required in <b>sub-Clause 21.2</b> , the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to <b>ITB Clause 20</b> and for matching purpose under this <b>sub- Clause</b>
		21.4	If all envelopes are not sealed and marked as required by <b>sub-Clause 21.2</b> , the <b>PE</b> will assume no responsibility for the misplacement or premature opening of Tender.
		21.5	If the outer envelope discloses the Tenderer’s identity, the <b>PE</b> will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.

<b>22.</b>	<b>Deadline for Submission of Tenders</b>	22.1	Tenders shall be received by the <b>PE</b> at the address specified under <b>ITB sub-Clause 21.2</b> no later than the date and time specified in the <b>TDS</b> .
		22.2	The <b>PE</b> may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with <b>ITB Clause 9</b> , in which case all rights and obligations of the <b>PE</b> and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
		22.3	The extension of the deadline for submission of Tenders shall not be made later than the period specified in the <b>TDS</b> before the expiry of the original deadline.
<b>23.</b>	<b>Late Tenders</b>	23.1	The <b>PE</b> shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with <b>ITB Clause 22</b> .
		23.2	Any Tender received by the <b>PE</b> after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.
<b>24.</b>	<b>Modification, Substitution and Withdrawal of Tenders</b>	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the <b>PE</b> prior to the deadline for submission of tenders.
		24.2	The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of <b>ITB Clauses 20 and 21</b> with the outer and inner envelopes additionally marked " <b>MODIFICATION</b> " " <b>SUBSTITUTION</b> " or " <b>WITHDRAWAL</b> " as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

		24.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with <b>sub-Clause 22.2</b> . Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.
		24.4	Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
		24.5	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the bidder on the Form of Tender. Withdrawal of a Tender during this interval shall result in the bidder's forfeiture of its Tender security or execution of the Tender securing declaration, pursuant to the <b>sub-Clause 18.9</b> .

#### E. Opening and Evaluation of Tenders

<b>25.</b>	<b>Opening of Tenders</b>	25.1	The PE will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to <b>ITB Clause 24</b> , in public, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in the TDS. The bidders' representatives present shall sign a register as proof of their attendance.
		25.2	Envelopes marked " <b>WITHDRAWAL</b> " shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to <b>ITB Clause 24</b> shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the bidder, the corresponding Tender will be opened. Subsequently, all envelopes marked " <b>MODIFICATION</b> " shall be opened and the

			submissions therein read out in appropriate detail. Thereafter all envelopes marked “ <b>SUBSTITUTION</b> ” shall be opened and the submissions therein read out in appropriate detail.
		25.3	All other envelopes shall be opened one at a time. The bidders' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender securing declaration and such other details as the appropriate Tender Board may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.
		25.4	Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a bidder which is not read out at Tender opening shall not be considered further.
		25.5	Bidders are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent bidder’s representative shall indemnify the <b>PE</b> against any claim or failure to read out the correct information contained in the bidders Tender.
		25.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to <b>ITB Clause 22</b> .
		25.7	The Secretary of the Tender Board shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender security or Tender securing declaration.

		25.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
		25.9	A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
<b>26.</b>	<b>Confidentiality</b>	26.1	Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
		26.2	Any effort by a Tenderer to influence the PE processing of Tenders or award decisions may result in the rejection of its Tender.
		26.3	Notwithstanding <b>sub-Clause 26.2</b> from the time of Tender opening to the time of contract award, if any Tenderer wishes to contact the PE on any matter related to the Tendering process, it should do so in writing.
<b>27.</b>	<b>Clarification of Tenders</b>	27.1	To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, the PE may, at its discretion, ask any Tenderer for a clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the PE in the evaluation of Tenders in accordance with <b>ITB Clause 30</b> .
		27.3	From the time of Tender opening to the time of

			Contract award if any Tenderer wishes to contact the <b>PE</b> on any matter related to the Tender it should do so in writing.
<b>28.</b>	<b>Preliminary Examination of Tenders</b>	28.1	<p>Prior to the detailed evaluation of Tenders, the <b>PE</b> will determine whether each Tender:</p> <ul style="list-style-type: none"> <li>d) meets the eligibility criteria defined in <b>ITB Clause 3 and Clause 4;</b></li> <li>e) has been properly signed;</li> <li>f) is accompanied by the required securities; and</li> <li>g) is substantially responsive to the requirements of the Tendering documents.</li> </ul> <p>The <b>PE's</b> determination of a Tender's responsiveness will be based on the contents of the Tender itself.</p>
		28.2	<p>A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that:-</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the services;</li> <li>b) limits in any substantial way, inconsistent with the Tendering documents, the <b>PE's</b> rights or the Tenderers obligations under the Contract; or</li> <li>c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.</li> </ul>
		28.3	<p>The <b>PE</b> will confirm that the documents and information specified under <b>ITB Clauses 11, 12 and 13</b> have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the ITB, the Tender shall be rejected.</p>

		28.4	The <b>PE</b> may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
		28.5	If a Tender is not substantially responsive, it will be rejected by the <b>PE</b> and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.
<b>29.</b>	<b>Technical Evaluation</b>	29.1	The <b>PE</b> shall examine the bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Tenderer without any material deviation or reservation.
		29.2	The <b>PE</b> shall evaluate the technical aspects of the Tender submitted in accordance with <b>ITB Clause 12</b> , to confirm that all requirements specified in Schedule of Requirements of the Tendering documents and Technical Specifications have been met without material deviation or reservation.
		29.3	If after the examination of the terms and conditions and the technical evaluation, the <b>PE</b> determines that the Tender is not substantially responsive in accordance with <b>ITB Clause 28</b> , it shall reject the Tender.
<b>30.</b>	<b>Correction of Errors</b>	30.1	Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-  a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the <b>PE</b> there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

			<p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p>
		30.2	The amount stated in the Tender will, be adjusted by the <b>PE</b> in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender security may be forfeited or the Tender securing declaration may be executed in accordance with <b>ITB sub-Clause 18.9</b> .
<b>31.</b>	<b>Conversion to Single Currency</b>	31.1	<p>To facilitate evaluation and comparison, the <b>PE</b> will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:</p> <p>a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania;</p> <p style="text-align: center;"><b>or</b></p> <p>b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.</p>
		31.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate,

			are specified in the <b>TDS</b> .
<b>32.</b>	<b>Commercial Evaluation of Tenders</b>	32.1	The <b>PE</b> shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to <b>ITB Clause 28</b> . The Tenders will be evaluated and compared on the CIF (specify port/ports of entry) prices offered. The award will be based on the CIF price computed by supplier for the Tender opening date by the summation of Platt's Oilgram quotation for spot FOB price (average of the low and high quotations for Arabian Gulf, Mediterranean, North West Europe, etc. as indicated in the Tender), fixed cost for freight for the size of tankers specified in the Tender, insurance, ocean loss and inspection, if any, to be indicated in the Tender. Fixed FOB price and variations in freight insurance and ocean loss will not be acceptable. Any discounts or premium on such spot price offered in the Tender will be taken into consideration. Any other specific criteria should be indicated in <b>the TDS</b> .
		32.2	The <b>PE's</b> evaluation of a Tender will exclude and not take into account: <ul style="list-style-type: none"> <li>(a) in the case of petroleum products produced in the United Republic of Tanzania or petroleum products of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, that will be payable on the petroleum if a contract is awarded to the Tenderer;</li> <li>(b) in the case of petroleum products of foreign origin offered from abroad, custom duties and other similar import taxes that will be payable on the petroleum products if the contract is awarded to the Tenderer; and</li> <li>(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Tender.</li> </ul>
		32.3	The comparison shall be between the EXW price of the petroleum products offered from within the

			United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the petroleum products, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the petroleum products offered from outside the United Republic of Tanzania.
		32.4	<p>The <b>PE</b> 's evaluation of a Tender will take into account, in addition to the Tender price quoted in accordance with <b>ITB sub-Clause 15.2</b>, one or more of the following factors as specified in the <b>TDS</b>, and quantified in <b>ITB sub-Clause 32.5</b>:</p> <ul style="list-style-type: none"> <li>(a) subject to <b>ITB sub-Clause 15.6 (a) (iii) or 16.1 (a)</b> the cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the petroleum products to their final destination;</li> <li>(b) delivery schedule offered in the Tender;</li> <li>(c) deviations in payment schedule from that specified in the <b>SCC</b>; and</li> <li>(d) other specific criteria indicated in the <b>TDS</b> and/or in the Technical Specifications.</li> </ul>
		32.5	<p>For factors retained in the <b>TDS</b> pursuant to <b>ITB sub-Clause 32.4</b>, one or more of the following quantification methods will be applied, as detailed in the <b>TDS</b>:</p> <ul style="list-style-type: none"> <li>a) Inland transportation from EXW/port of entry/border point, insurance, and incidentals.</li> </ul> <p>Inland transportation, insurance, and other incidental costs for delivery of the petroleum products from EXW/port of entry/border point to the site named in the <b>TDS</b> will be computed for each Tender by the <b>PE</b> on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, the</p>

			<p>Tenderer shall furnish in its Tender the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the PE to EXW/CIF/CIP border point price.</p> <p>b) Delivery schedule.</p> <p>i) The PE requires that, the petroleum products under these Tendering documents to be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the petroleum products at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each Tender by applying a percentage, specified in the TDS, of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Tendering documents for evaluation purposes. No credit shall be given to early delivery.</p> <p style="text-align: center;">Or</p> <p>ii) The petroleum products covered under these Tendering documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</p> <p style="text-align: center;">Or</p> <p>iii) The petroleum products covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders</p>
--	--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

			<p>offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the <b>TDS</b>, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.</p> <p>c) Deviation in payment schedule.</p> <p>i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The <b>PE</b> may consider the alternative payment schedule offered by the selected the Tenderer.</p> <p><b>or</b></p> <p>ii) The SCC stipulates the payment schedule offered by the <b>PE</b>. If a Tender deviates from the schedule and if such deviation is permitted in the <b>TDS</b>, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the <b>TDS</b>.</p> <p>d) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the <b>TDS</b> and/or in the Technical Specifications.</p>
		32.6	If these Tendering documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Form of Tender, is specified in the TDS.
33.	<b>National Preference</b>	33.1	If the <b>TDS</b> so specifies, the <b>PE</b> will grant a margin of preference to petroleum products manufactured in

			the United Republic of Tanzania for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in <b>ITB Clause 13</b> .
		33.2	The PE will first review the bids to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their bids in preparing their Tender Forms and Price Schedules, pursuant to <b>ITB Clauses 14 and 15</b> .
		33.3	<p>For the purpose of granting a margin of domestic preference, Tenders will be classified in one of three groups, as follows:</p> <p><b>a) Group A:</b> Tenders offering petroleum products manufactured, mined or extracted within the United Republic of Tanzania, for which:</p> <p>(i) labour, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the petroleum products offered; and</p> <p>(ii) the production facility in which they will be manufactured, or processed has been engaged in manufacturing, assembling or processing such petroleum products at least since the time of Tender submission.</p> <p><b>b) Group B:</b> All other Tenders offering petroleum products from within the United Republic of Tanzania.</p> <p><b>c) Group C:</b> Tenders offering petroleum products from overseas which are to be directly imported.</p>
		33.4	All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the

			other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.
		33.5	<p>If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported petroleum products offered in each Group C Tender, for the purpose of this further comparison only:</p> <p>a) the amount of custom duties and other import taxes that a non-exempt importer would have to pay for the importation of petroleum products offered in each Group C Tender;</p> <p style="text-align: center;"><b>or</b></p> <p>b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such petroleum products, if the custom duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such petroleum products.</p>
		33.6	If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under <b>sub-Clause 33.5</b> above, will be selected for award.
<b>34.</b>	<b>Determination of Lowest Evaluated Tender</b>	34.1	The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
<b>35.</b>	<b>Post-qualification of Tenderer</b>	35.1	If specified in the TDS Post-qualification shall be undertaken.
		35.2	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the

			lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in <b>ITB sub-Clause 13.3</b>
		35.3	The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to <b>ITB sub-Clause 13.3</b> , as well as such other information as the PE deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderers' qualifications.
		35.4	An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### F. Award of Contract

36.	<b>Award Criteria</b>	36.1	Subject to <b>ITB Clause 35 and 37</b> , the PE will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the <b>lowest evaluated Tender price</b> , provided that such Tenderer has been determined to be: <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of <b>ITB Clause 3</b>;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) successful negotiations have been concluded, if any.</li> </ul>
		36.2	If, pursuant to <b>ITB sub-Clause 13.4</b> , this Contract is being let on a "slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other

			Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.
37.	<b>Negotiations</b>	37.1	<p>Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:</p> <ul style="list-style-type: none"> <li>(a) a minor alteration to the technical details of the statement of requirements;</li> <li>(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;</li> <li>(c) a minor amendment to the SCC</li> <li>(d) finalizing payment arrangements;</li> <li>(e) delivery arrangements;</li> <li>(f) the methodology; or</li> <li>(g) clarifying details that were not apparent or could not be finalized at the time of Tendering.</li> </ul>
		37.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38.	<b>Procuring Entity's Right to Accept any Tender and to Reject any or All Tenders</b>	38.1	Notwithstanding <b>ITB Clause 36</b> , the PE reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s).
		38.2	Notice of the rejection of all Tenders shall be given promptly to all suppliers that have submitted Tenders.
		38.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
39.	<b>Procuring Entity's Right</b>	39.1	The PE reserves the right at the time of contract award to increase or decrease the quantity of

	<b>to Vary Quantities at the Time of Award</b>		petroleum products or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed the percentage indicated in the <b>TDS</b> , without any change in unit price or other terms and conditions of the Tender and Tendering documents.
<b>40.</b>	<b>Notification of Award</b>	40.1	Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
		40.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with <b>ITB Clauses 42 and 41</b> .
		40.4	Upon the successful Tenderer's furnishing of the performance security pursuant to <b>ITB Clause 42</b> , the <b>PE</b> will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to <b>ITB sub-Clause 18.7</b> .
		40.5	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the

			unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.
<b>41.</b>	<b>Signing of Contract</b>	41.1	At the same time as the <b>PE</b> notifies the successful Tenderer that its tender has been accepted, the <b>PE</b> will send the Tenderer the Contract Form provided in the Tendering documents, incorporating all agreements between the parties.
		41.2	Within twenty eight ( <b>28</b> ) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the <b>PE</b> .
<b>42</b>	<b>Performance Security</b>	42.1	Within twenty eight ( <b>28</b> ) days after receipt of the Letter of Acceptance from the <b>PE</b> , the successful Tenderer shall deliver to the <b>PE</b> a Performance Security in the amount and in the form stipulated in the <b>TDS and SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
		42.2	<p>If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:</p> <p style="padding-left: 40px;">at the Tenderer's option, by a bank or insurance firm located in the United Republic of Tanzania, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in the United Republic of Tanzania,</p> <p style="text-align: center;"><b>OR</b></p> <p style="padding-left: 40px;">with the consent of the <b>PE</b>, directly by a foreign bank acceptable to the <b>PE</b>.</p>
		42.3	Failure of the successful Tenderer to comply with the requirement of <b>sub-Clause 42.1</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the <b>PE</b> may make the award to the next lowest evaluated Tenderer.

43.	<b>Advance Payment</b>	43.1	The PE will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the TDS.
		43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Bank Guarantee) in the form provided in the section for Security Forms. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence supply of the required petroleum products.
44.	<b>Adjudicator</b>	44.1	The PE proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the PE has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
45.	<b>Fraud and Corruption</b>	45.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.</p> <p>a) defines, for the purpose of this provision, the terms set forth below as follows:-</p> <p>i) <b>“Corrupt practice”</b> means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution; and</p> <p>ii) <b>“Fraudulent practice”</b> means a misrepresentation of facts in order to</p>

			<p>influence a procurement process or the execution of contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non competitive levels and to deprive the Government of the benefit of free and open competition:</p> <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract;</p> <p>c) In pursuit of the policy defined in <b>sub-Clause 45.1</b> the Government will cancel the portion of the funds allocated to a contract for supply of petroleum products if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the <b>PE</b> or approving authority or of a beneficiary of the funds for the procurement or the execution of that contract, without the <b>PE</b> or approving authority having taken timely and appropriate action satisfactory to the Government of the United Republic of Tanzania to remedy the situation</p> <p>d) Will declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public - financed contract</p>
		45.2	<p>The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.</p>

		45.3	Any communications between the Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.

### G. Review of Procurement Decisions

46.	<b>Right to Review</b>	46.1	A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a <b>PE</b> or an approving authority by the Act or Regulations may seek a review in accordance with the procedure set out under this Section.
47.	<b>Time Limit on Review</b>	47.1	The Tenderer shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48.	<b>Submission of Applications for Review</b>	48.1	Any application for administrative review shall be submitted in writing to the head of a <b>PE</b> and a copy given to the Public Procurement Regulatory Authority (PPRA) at the address shown in the <b>TDS</b> .
		48.2	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> <li>a) details of the procurement requirements to which the complaint relates;</li> <li>b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;</li> <li>c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;</li> <li>d) documentary or other evidence supporting the complaint where available;</li> <li>e) Remedies sought; and</li> </ul>

			f) any other information relevant to the complaint.
		48.3	The head of a <b>PE</b> shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
49.	<b>Decision by the Head of Procuring Entity</b>	49.1	The head of a <b>PE</b> shall, within fourteen (14) days after receipt of the complaint or dispute, deliver a written decision which shall indicate: <ul style="list-style-type: none"> <li>a) whether the application is upheld in whole, in part or rejected;</li> <li>b) the reasons for the decision; and</li> <li>c) any corrective measures to be taken.</li> </ul>
		49.2	Where the head of a <b>PE</b> does not issue a decision within the time specified in <b>sub-Clause 49.1</b> , the Tenderer submitting the complaint or dispute or the <b>PE</b> shall be entitled immediately thereafter to institute proceedings under <b>sub-Clause 50.1</b> within fourteen (14) days after such specified time and upon instituting such proceedings, the competence of the head of a <b>PE</b> to entertain the complaint or dispute shall cease.
50.	<b>Review by the Public Procurement Appeals Authority</b>	50.1	Complaints or disputes which- <ul style="list-style-type: none"> <li>a) are not settled within the specified period under Sub-Clause 49.1 [above];</li> <li>b) are not amicably settled by the accounting officer;</li> <li>c) arise after the procurement contract has entered into force, shall be referred to the Appeals Authority within fourteen days from the date when the tenderer received the decision of the accounting officer or;</li> <li>d) in case no decision is issued after the expiry of the time stipulated under Sub-Clause 49.1 [above] or when the tenderer becomes aware or ought to</li> </ul>

			<p>have become aware of the circumstances giving rise to the complaint or dispute;</p> <p>e) arise out of provision of Section 62(6) of the Act</p>
		50.2	<p>PPAA may be contacted at the address shown in the <b>TDS</b>.</p>

## **SECTION III: TENDER DATA SHEET**



## Tender Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

*[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT Clauses.]*

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
<b>A. Introduction</b>		
<b>1.</b>	<b>1.1</b>	Name of Procuring Entity: <i>[insert: name of Procuring Entity]</i> .  The subject of procurement is: <i>[describe the petroleum products to be provided using this Contract and the location where the petroleum products are to be provided]</i>
<b>2.</b>	<b>1.2</b>	Period for supply of petroleum products: <i>[insert: expected duration of which this Contract is intended to be]</i>  Commencement date: <i>[insert: starting date]</i>
<b>3.</b>	<b>2.1</b>	Financial year for the operations of the PE: <i>[insert: year]</i>  Name of Project <i>[insert: name and summary description of the Project]</i>  Name of financing institution: <i>[insert: name if any]</i>  Cost of the Project: <i>[insert: cost of the project]</i> Name and identification number of the Contract: <i>[insert: name and identification number of the Contract]</i>
<b>4.</b>	<b>2.2</b>	Name of financing institution: <i>[insert: name if any]</i>
<b>5.</b>	<b>3.1</b>	Joint Venture is applicable..... <i>[insert: "NO" or "YES"]</i>
<b>6.</b>	<b>3.7</b>	Evidence of continued eligibility required..... <i>[insert:</i>

		"NO" or "YES" If "YES" [list the requirements]
7.	4.1	[If applicable, insert names of ineligible countries for the purpose of this bid]
8.	4.6	Manufacturer's Authorization required? : "NO" or "YES"

### B. Tendering Documents

9.	7.2	The number of copies to be completed and returned [specify]
10.	8.1	The address for clarification of Tendering documents is [insert full address]

### C. Preparation of Tenders

11.	10.1	The Language of all correspondences and documents related to the Tender is: [specify]
12.	11.1 (g)	In addition to the documents stated in ITT Clause 11.1 (a) through (f), the following documents must be included with the Tender [insert: list of documents]
13.	12.3 (c)	[List sample of some of the petroleum products and draft product labels to be submitted in this Tender if any]
14.	12.4 (a)	[Note: If the United Republic of Tanzania does not require registration of the petroleum products, insert the following language:  ITT sub-Clause 12.4 is not applicable. The Applicable law does not require registration of the petroleum products to be supplied under the Contract.]  <b>Note:</b> The PE shall not annul award of a Contract on the basis of a bidder's failure to successfully register petroleum products, without first seeking and obtaining the Public Procurement Regulatory Authority's approval. There shall be no forfeiture of the Tender or performance security based on the failure to obtain registration.
15.	12.4(b)	By the time of Contract award, the successful Tenderer shall have complied with the following documentary requirements in order to register the petroleum products to

		<p><i>be supplied under the Contract: [insert: specific documentary requirements or any other country specific requirement]</i></p> <p><i>Note: Because of the potential for delay when various government agencies must intervene in the registration process, Tenderers are alerted to inquire about registration requirements and procedures as early as possible.</i></p>
<b>16.</b>	<b>12.5</b>	<p><i>For the purpose of obtaining additional information about the requirements for registration, Tenderers may contract [insert: name of agency, contact person, phone / fax/ email address].</i></p>
<b>17.</b>	<b>13.3 (f)</b>	<p><b>Qualification criteria for Tenderers under this contract are:-</b></p> <p><i>[insert as appropriate: quantifiable qualification criteria for experience and / or financial capability]</i></p> <p><b>The following documents must be included with the bidder:</b></p> <p><i>Documentary evidence of the Bidder's qualifications to perform the Contract if its Tenderer is accepted:</i></p> <p><i>i) that, in the case of a Tenderer offering to supply petroleum products under the Contract is also the manufacturer/producer or otherwise produces</i></p> <p><i>a) is incorporated in the country of manufacture of the petroleum products;</i></p> <p><i>b) has been licensed by the regulatory authority in the country of manufacture to supply the petroleum products;</i></p> <p><i>c) has manufactured and marketed the specific petroleum products covered by this Tendering document, for at least two (2) years, and for similar petroleum products for at least five (5) years;</i></p> <p><i>ii) that, in the case of a Tenderer offering to supply petroleum products under the Contract does not manufacture or otherwise produce, has been duly authorized by a manufacturer of the petroleum products that meets the criteria under (i) above to supply the petroleum products in the United Republic of Tanzania; and</i></p> <p><b>The Tenderer shall also submit the following additional information:</b></p> <p><i>(a) a statement of installed production/manufacturing capacity;</i></p>

		<p>(b) copies of its audited financial statements for the past three fiscal years;</p> <p>(c) details of on-site quality control laboratory facilities and services and range of tests conducted;</p> <p>(d) list of major supply contracts conducted within the last five years.</p> <p><b>Note:</b> If Tenderers for individual lots are permitted, the qualification criteria for each lot should be given separately. In the case where a pre-qualification process has been undertaken, the qualification criteria stated here should mirror the criteria established in the pre-qualification.</p>
18.	15.6(a) (iii), (iv) (optional) )	<p>Prices for inland transportation, insurance, and other local costs incidental to delivery of the petroleum products offered from within the United Republic of Tanzania shall be quoted as:-</p> <p>Price of other incidental services shall be quoted as:-</p> <p><i>[specify EXW and whether prices for inland transportation and price of incidental services, must be quoted in addition to EXW].</i></p> <p><b>Note:</b> if the price for inland transportation is not to be quoted separately, then estimated dimensions and shipping weight of each package should be requested in accordance with sub-Clause 31.5(a). The related provisions shall be reflected accordingly in SCC and Price Schedules.</p>
19.	ITT 15.6 (b) (i)  (ii), (iii) (optional) )  (iv), (v) (optional) )	<p>Prices for petroleum products offered from abroad shall be quoted as:-</p> <p><i>[select, in accordance with the Schedule of Requirements, "CIP named place of destination or CIP border point of CIF" named port of destination"].</i></p> <p><i>[specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITT sub-Clause 15.2 (b) (ii) or (iii)].</i></p> <p><i>[specify whether prices for inland transportation and prices of incidental services, pursuant to ITT sub-Clause 15.2 (b) (iv) and (v), must be quoted in addition to the above CIF or CIP prices].</i></p> <p><b>Note:</b> If the price for inland transportation is not to be</p>

		quoted separately, then estimated dimensions and shipping weight of each package should be requested in accordance with sub-Clause 31.5(a). The related provisions shall be reflected accordingly in SCC and Price Schedules.
20.	15.7 (a) (i)	The dis-aggregation of prices of the petroleum products shall be <i>[specify]</i>
21.	ITT 15.8	Prices quoted by the Tenderer shall be <i>[state: "fixed"; or, if a price adjustment mechanism is required, then specify the exact formula that will apply, including the nature of the indices that will be used]</i>
22.	ITT 15.9	Tenderers are being invited for <i>[indicate "one or more items," or "individual contracts (lots)"]</i>
23.	16.1 (a)	For petroleum products and related services originating in the United Republic of Tanzania the currency of the Tender shall be <i>[insert currency]</i>
24.	17.1	The Tender validity period shall be ..... days.
25.	18.1	The amount of Tender security is <i>[Insert the Amount of Tender Security]</i> OR Tender Securing Declaration form shall be filled by the Tenderer. <i>[Delete the non-applicable option]</i>
26.	18.3 (c)	Other forms of security are <i>[insert other forms if required]</i>
27.	19.1	Alternative Tenders to the requirements of the Tendering documents <i>[insert "will" or "will not," as appropriate]</i> be permitted with respect to <i>[describe the alternatives to be permitted, or delete, as appropriate]</i>
28.	20.1	The number of copies of the Tender to be completed and returned shall be <i>[insert number]</i> .
29.	20.2	The written confirmation of authorization are <i>[normally power of attorney is attached to the bid]</i>

#### D. Submission of Tenders

30.	21.2 (a)	Tender shall be submitted <i>[specify the Procuring Entity's address below]</i>
-----	----------	---------------------------------------------------------------------------------

		Street address ..... Building/Plot No. .... Floor/Room No. .... City/Town ..... <i>[Normally the office of the secretary of the appropriate Tender Board]</i>
31.	21.2 (b)	Project name: <i>[Insert name of project]</i>  IFB Title and Number: <i>[Insert if any, otherwise state "none"]</i>  Time and date for submission: <i>[Insert time and date]</i>
32.	22.1	The deadline for Tender submission is <i>[insert date and time]</i>
33.	22.3	Extension of the deadline for submission of Tenders shall not be made later than..... <i>[insert time frame]</i>
<b>E. Opening and Evaluation of Tenders</b>		
34.	25.1	The Tender opening shall take place at:  Street address ..... Building/Plot No. .... Floor/Room No. .... City/Town ..... Country ..... Day ..... Date ..... Time .....
35.	31.2	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: <i>[insert currency]</i>  The source and date of exchange rate shall be: <i>[insert source and date]</i>
36.	32.1	Other criteria other than Platt's Oilgram quotation for spot prices to be used in the evaluation include: <i>[insert criteria if any]</i>
37.	32.4	Criteria for Tender evaluation.

		<i>[Select as appropriate from criteria listed in ITT Clause 32.4 (e.g., 32.4 (b) and (c)), and in the reference under ITT 32.5 below. <b>Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 32.5 (b) (i) and (c) (ii)).]</b></i>
38.	32.4 (d)	Other specific criteria are <i>[list]</i>
39.	32.5	The factors retained pursuant to <b>Clause 38</b> , and the quantification methods are: <i>[insert methods]</i>
40.	32.5 (a)	Inland transportation from EXW/port of entry/border point to <i>[name of Project site(s)]</i> , and insurance and incidentals.  Tenderer shall furnish: <ul style="list-style-type: none"> <li>• estimated dimensions and shipping weight of each shipment.</li> <li>• approximate EXW/CIF/CIP value of each shipment.</li> </ul> <i>[This information is not required when the Tenderer is invited to submit a Tender in accordance with ITT Clause 15.2 (a) (iii) or ITT Clause 15.2 (b) (iv).]</i>
41.	32.5(b) (i) (ii) & (iii)	Delivery schedule <i>[specify: relevant parameters in accordance with option selected]</i>  The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is <i>[specify: adjustment in percentage]</i>  Or  The adjustment per week for delivery delays beyond the range of weeks specified in the Schedule of Requirements is <i>[specify: adjustment in percentage]</i>  Or  The adjustment for partial shipments is <i>[specify: adjustments for early and late deliveries]</i> .  <b>Note:</b> For evaluation purposes, a rate of one-half (0.5) percent per week is a reasonable figure.
42.	32.5(c) (ii)	The PE <i>[select: will / will not]</i> accept deviations from the payment schedule in the SCC. <b>Note:</b> If deviations are accepted, add the following text.

		<p>The percentage adjustment for payment schedule deviations is: <i>[insert: percentage]</i> % per week.</p> <p><b>Note:</b> If inflation expectations widely diverge between local and foreign currencies, and Tenderers are expected to quote significant amounts in local currencies, different adjustment rates for local and foreign currency prices should be provided.</p>
43.	32.5 (d)	<p><i>[insert: other factors to be used in the evaluation and their evaluation method or reference to the Technical specifications]</i></p> <p><i>Evaluation criteria for items/ lots</i></p> <p><i>[Select one of the two sample clauses below]</i></p> <p><i>If Tenderers have been invited for items only, the TDS should state the following:-</i></p> <p><i>Tenderers may Tender for any one or more items. Tenders will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful bidder.</i></p> <p><i>If lots will be accepted, the TDS should state the following:</i></p> <p><i>Tenderers can Tender for one or more lots. Tenders will be evaluated lot by lot. Tenderers must quote for the entire quantity of each item.</i></p>
44.	33.1	<p>A national margin of preference <i>[specify: will or will not]</i> apply.</p> <p>The national margin of preference applicable shall be: <i>[insert amount as appropriate if the domestic margin of preference shall apply]</i></p>
45.	34.1	<p>Post- qualification will <i>[insert "be undertaken" or "not be undertaken"]</i></p>
<b>F. Contract Award</b>		
46.	39.1	<p>Percentage for quantity increase or decrease is <i>[insert percentage]</i>. <i>[Optional clause to be used only where appropriate. Normally should not exceed fifteen (15) percent.]</i></p>
47.	42.1	<p>The Performance Security shall be <i>[insert: amount between 10 and 20 percent of the Contract Price]</i></p>
	43.1	<p>The Advance Payment shall be limited to <i>[insert: percent of the Contract Price]</i>.</p>

<b>48.</b>	<b>44.1</b>	<p>The Adjudicator proposed by the Procuring Entity is [insert: name and address].</p> <p>The hourly fee for this proposed Adjudicator shall be [insert: amount and currency].</p>

### G. Review of Procurement Decisions

<b>49.</b>	<b>48.1</b>	<p>The address to submit copy of complaints:</p> <p>The Chief Executive Officer, Public Procurement Regulatory Authority PSPF Dodoma Plaza, 9<sup>th</sup> Floor, Jakaya Kikwete Road, P.O. Box 2865, Dodoma, TANZANIA. Tel: +255 26 2963854 E-mail: <a href="mailto:ceo@ppra.go.tz">ceo@ppra.go.tz</a> Web: <a href="http://www.ppra.go.tz">www.ppra.go.tz</a></p>
<b>50.</b>	<b>50.2</b>	<p>The address for Appeals to PPAA:</p> <p>The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a></p>

**SECTION IV: GENERAL CONDITIONS OF CONTRACT**

## Table of Clauses

	Sec IV
1. Definitions .....	1
2. Application.....	2
3. Governing Language .....	2
4. Applicable Law .....	2
5. Country of Origin.....	2
6. Standards.....	3
7. Type of Sale.....	3
8. Quantity and Period of Supply.....	4
9. Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania.....	5
10. Patent Rights .....	6
11. Performance Security .....	6
12. Verification and Measurement .....	8
13. Packing.....	9
14. Delivery and Documents.....	10
15. Insurance .....	10
16. Transportation .....	10
17. Incidental Services.....	11
18. Patent Indemnity .....	12
19. Warranty.....	13
20. Payment .....	14
21. Prices .....	15
22. Change Orders.....	15
23. Contract Amendments.....	15
24. Assignment.....	16
25. Subcontracts .....	16
26. Delays in the supplier's Performance.....	16
27. Liquidated Damages.....	17
28. Termination for Default.....	17
29. Force Majeure.....	19
30. Termination for Insolvency.....	19
31. Termination for Convenience.....	19
32. Disputes .....	20
33. Procedure for Disputes.....	20
34. Replacement of Adjudicator .....	21
35. Limitation of Liability .....	21
36. Notices .....	21
37. Taxes and Duties .....	22

### General Conditions of Contract

<b>1.</b>	<b>Definitions</b>	1.1	In this Contract, the following terms shall be interpreted as indicated:	
			a.	"Cargo" means a consignment of petroleum product for delivery referred to in SCC hereunder.
			b.	"Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			c.	"Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant t the contract for the full and proper performance of its contractual obligations
			d.	"Day" means calendar day
			e.	"Delivery" means the transfer of the petroleum products from the supplier to the Purchaser under Contract
			f.	'Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause
			g.	'Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution
			h.	"End User" means the organization(s) where the petroleum products will be used, as <b>named in the SCC</b> .
			i.	"Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
			j.	"GCC" means the General Conditions of Contract contained in this section.
k.	MT means metric ton (2240.62 pounds).			
l.	"Origin" means the place where the Petroleum products were produced or from which the related Services are supplied. Petroleum products are produced when, through			

			manufacturing, processing, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
		m.	Petroleum products mean Petroleum products described in <b>SCC</b> hereunder.
		n.	Platt's Quotation means the Platt's Oil gram Price Report or Platt's Marketwire (for crude oil) or Platt's European Marketscan (for products) quotation published by the McGraw-Hill Companies Inc.
		p.	"Project Site" where applicable, means the place or places named in <b>SCC</b> .
		q.	"Purchaser" means the entity purchasing the petroleum products, as named in <b>SCC</b> .
		r.	" <b>SCC</b> " means the Special Conditions of Contract.
		t.	"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 Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier.
		u.	"The Contract" means the agreement entered into between the Purchaser 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
		w.	"Vessel" means any tanker owned or chartered or otherwise obtained by the seller, which is employed by the seller to load the oil of this Contract at the seller's loading port.
<b>2.</b>	<b>Application</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3.</b>	<b>Governing Language</b>	3.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language <b>specified in SCC</b> .

		3.2	If any of the contract document correspondence or communication are prepared in any language other than the governing language under <b>sub-Clause 3.1</b> , the translation of such documents, correspondence or communication in the language specified in the SCC shall prevail in matters of interpretation
<b>4.</b>	<b>Applicable Law</b>	4.1	The contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
<b>5.</b>	<b>Country of Origin</b>	5.1	The origin of petroleum products is distinct from the nationality of the Supplier.
<b>6.</b>	<b>Standards</b>	6.1	The petroleum products 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 petroleum products' country of origin. Such standards shall be the latest issued by the concerned institution.
<b>7</b>	<b>Type of Sale</b>	7.1	The supplier shall sell the (crude oil or products as the case may be) on a CIF basis to the Purchaser at Purchaser's port or ports of destination.
<b>8</b>	<b>Quantity and Period of Supply</b>	8.1	The quantity and the period of supply of crude oil / products covered under this Agreement shall be as indicated in SCC plus / minus five percent (Supplier's option).
<b>9</b>	<b>Nomination of Vessels</b>	9.1	Supplier shall ship the cargo to Purchaser in bulk in vessel(s) provided by the Supplier CIF the discharge port/ports for discharge at berth or any other mooring facilities suitable for discharging petroleum fuels. Supplier shall be deemed to be fully familiar with the discharge port/ports conditions, restrictions, terminal procedures and requirements as detailed in SCC. If Supplier's vessel does not conform to the terminal procedures or to the requirements or regulations of governmental authorities with respect to safety, size, vessel movements, navigation and operating standards, discharge and the like, Purchaser may refuse to berth or discharge the vessel and any delays or expenses of Supplier and Purchaser due to such non-conformance (whether Purchaser so refuses or proceeds with berthing or discharge) shall be for Supplier's account.

		9.2	<p>An accepted date range shall be determined in respect of each shipment, by narrowing the period for discharge of the cargo at the discharge port/ports as set out in SCC. Promptly following the entering into this Contract, Supplier shall notify Purchaser of the proposed date range within which each vessel is to arrive /at the discharge port/ports. The notice shall specify, as to each shipment, the approximate amount of the cargo to be shipped, subject to a variation of plus or minus five percent at Supplier's option, and the name of the vessel or that is "to be nominated" (TBN). Purchaser shall respond promptly to each of Supplier's notices as to whether Supplier's requested date range(s) and other requests are acceptable, and, if they are not, Purchaser shall propose modifications to Supplier's requests required to accommodate Purchaser's and the discharge terminal's schedules. The parties shall consult to agree on a mutually acceptable schedule of shipments and accepted date range(s).</p>
		9.3	<p>Not later than seven (7) calendar days prior to the first day of each accepted date range, Supplier shall notify Purchaser of the expected date of arrival of the vessel at the discharge port/ports. Supplier shall notify Purchaser of the name of any vessel previously advised as a "TBN" as soon as possible, but not later than (1) the third day before the first day of the relevant accepted date range, or (2) the last day for the naming of a vessel under terminal procedures, whichever of (1) or (2) is the earlier. After having declared a vessel but prior to its loading from the loading port, supplier may substitute another vessel of similar class, type, size, capacity, and position, provided all other provisions hereof are complied with and further provided that such a substitution when advised is permitted under terminal procedures. Purchaser shall be entitled to reject the vessel and require that Supplier nominate a substitute vessel if it reasonably believes that the vessel in question does not conform to safety or other operational standards of the discharge port/ports or of terminal procedures. Supplier shall provide all standard information concerning the operations, master, crew and history of repairs to the vessel as Purchaser may reasonably request in order to satisfy itself as to the vessel's acceptability as aforesaid.</p>
		9.4	<p>All vessels nominated by Supplier shall be enrolled in TOVALOP (Tanker owners' voluntary Agreement on liability for oil pollution) or have mutually acceptable equivalent oil pollution insurance</p>

10.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania</b>	10.1	The Supplier shall not, without the Purchaser'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 Purchaser 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 so far as may be necessary for purposes of such performance.
		10.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in <b>Sub Clause 10.1</b> except for purposes of performing the Contract.
		10.3	Any document, other than the Contract itself, enumerated in <b>Sub Clause 10.1</b> shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
		10.4	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.
11	Patent Rights	11.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of trademark, or industrial design rights arising from use of the petroleum products or any component thereof in the United Republic of Tanzania.
		11.2	The patent rights in all petroleum products including chemical compositions, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent rights in such materials shall remain vested in such third party.
12.	<b>Performance Security</b>	12.1	Within twenty eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in SCC.

		12.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		12.3	The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and 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 Purchaser, in the form provided in the tendering documents or another form acceptable to the Purchaser; as specified in the SCC; or
		b)	A banker's certified cheque.
		12.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
		12.5	The performance security will be discharged by the Purchaser 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.
<b>13</b>	<b>Verification and Measurement</b>	13.1	The quality and quantity of each shipment hereunder shall be determined by verification and measurement conducted by Supplier or its supplier at the load port under the supervision of an internationally recognized independent petroleum inspector (Independent Inspector) appointed by the Supplier satisfactory to both Supplier and Purchaser. Sealed representative samples of the cargo loaded shall be collected by the Independent Inspector and handed over to the Tanker Master. The Supplier shall retain one set of such sealed samples for at least ninety (90) calendar days. Charges rendered by the Independent Inspector at the loading port shall be borne by the Supplier. The Independent Inspector's certificates of quantity and quality shall be binding and conclusive upon both parties and shall be used for the invoice and Bill of Lading. If the cargo is a clean product or low sulfur fuel oil, the Independent Inspector shall include in its certificate of quality a statement as to the cleanliness of the vessel's tanks prior to loading of the cargo.

		13.2	The Purchaser shall appoint an Independent Inspector, agreeable to both parties (Supplier and Purchaser), to conduct inspection at the discharge port/ports for verification of quantity and quality of the cargo prior to discharge. The Independent Inspector shall take and retain for at least ninety (90) calendar days representative samples of the cargo in the ship. Charges rendered by the Independent Inspector at the discharge port/ports shall be borne by the Purchaser. In the event of disputes regarding quantity and quality of the cargo discharged hereunder, the determinations made by the Independent Inspector and the analysis of the sealed representative samples conducted by the Independent Inspector shall serve as the basis for resolving such disputes.
		13.3	Bills of Lading shall be issued by the Master of the vessel or the authorized representatives of the Master or the carrier for each cargo supplied. The Bill of Lading date shall be the date on which hoses connecting Supplier's or its supplier's delivery facilities and loading connections of vessel are disconnected. The invoice quantity of the cargo shall be the Bill of Lading quantity and shall exclude sediment and water as determined by standard test methods in general usage at the loading port except that the invoice quantity for black products shall include sediment and water up to the maximum permissible limit in the specification. All quantities shall be adjusted to volume at 60 degree F or 15 degree C in accordance with the volume correction tables in general use at the loading port.
14	<b>Quantity and Quality Claims</b>	14.1	Purchaser's claims against Supplier for shortage of quantity and defect in quality shall be through written notices by Purchaser or Purchaser's representatives to the Supplier as soon as possible but in no event later than sixty (60) calendar days after completion of unloading at the discharge port/ ports.
15.	<b>Packing</b>	15.1	The supplier shall provide such packing of the petroleum products 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 petroleum products' final destination and the absence of heavy handling facilities at all points in transit.

		15.2	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 <b>SCC</b> , and in any subsequent instructions issued by the Purchaser.
16.	<b>Delivery, Title and Risk of Loss</b>	16.1	Delivery of the cargo shall be deemed completed at the loading port as the cargo passes the flanges connecting Supplier's or its supplier's pipeline or other delivery facilities to the loading connections of vessel provided by Supplier. Title and risk of loss, including damage, deterioration or evaporation as to the cargo so delivered shall pass to Purchaser at the load port as the delivery is deemed completed.
		16.2	No transshipment of cargo, intermediate storage, or supplement of cargo via ship to ship transfers, following loading at the load port and before delivery to the discharge port/ports shall be permitted. No commingling of Purchaser's cargo with that of others on the vessel shall be permitted.
17.	<b>Insurance</b>	17.1	The petroleum products 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 <b>specified in the SCC</b> .
18.	<b>Transportation</b>	18.1	Where the Supplier is required under Contract to deliver the petroleum products FOB, transport of the petroleum products, up to and including the point of putting the petroleum products 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 petroleum products FCA, transport of the petroleum products and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		18.2	Where the Supplier is required under Contract to deliver the petroleum products CIF or CIP, transport of the petroleum products 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.

		18.3	Where the Supplier is required under the Contract to transport the petroleum products 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.	
<b>19.</b>	<b>Incidental Services</b>	19.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, <b>specified in SCC</b> :	
			a)	Performance or supervision of on-site assembly and/or start-up of the supplied petroleum products;
			b)	Furnishing of tools required for assembly and/or maintenance of the supplied petroleum products;
			c)	Performance or supervision or maintenance and/or repair of the supplied petroleum products, 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
			d)	Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied petroleum products.
		19.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the petroleum products, 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.	
<b>20.</b>	<b>Patent Indemnity</b>	20.1	The Supplier shall, subject to the Purchaser's compliance with <b>Sub-Clause 11.2</b> , indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:	
			a)	the use of the petroleum products and readings material in the country; and

		b)	the sale in any country of the petroleum products are manufactured by the Supplier
			Such indemnity shall not cover any use of the petroleum products or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the petroleum products or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
		20.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in <b>Sub-Clause 20.1</b> , the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
		20.3	If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
		20.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		20.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

21.	Warranty	21.1	The Supplier warrants that the petroleum products 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 petroleum products 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 Purchaser, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied petroleum products in the conditions prevailing in the United Republic of Tanzania.
		21.2	This warranty shall remain valid for a period specified in the <b>SCC</b> after the petroleum products, 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 <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in <b>SCC</b> .
		21.3	The Purchaser shall promptly notify the Supplier in writing or electronic forms that provide record of the content of communication of any claims arising under this warranty.
		21.4	Upon receipt of such notice, the Supplier shall, within the period <b>specified in SCC</b> and with all reasonable speed, repair or replace the defective petroleum products or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced petroleum products or parts from EXW or the port or place of entry to entry to the final destination.
		21.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period <b>specified in SCC</b> , the Purchaser 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 Purchaser may have against the Supplier under the Contract.
22.	Payment	22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be <b>specified in SCC</b> .
		22.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the petroleum products delivered and Services performed, and by documents submitted <b>as specified in the SCC</b> .

		22.3	Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser 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 <b>specified in the SCC</b> .
		22.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be <b>specified in SCC</b> 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.
		22.5	All payments shall be made in the currency or currencies specified in the <b>SCC</b> pursuant to <b>Sub Clause 22.4</b>
23.	Prices	23.1	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.
		23.2	Prices charged by the Supplier for petroleum products 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 <b>authorized in SCC</b> or in the Purchaser's request for Tender validity extension, as the case may be.
24.	Change Orders	24.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 25, 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 Purchaser;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Related Services to be provided by the Supplier.

		24.2	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 Purchaser's change order.
		24.3	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.
25.	<b>Contract Amendments</b>	25.1	Subject to GCC Clause 24, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
26.	<b>Assignment</b>	26.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
27.	<b>Subcontracts</b>	27.1	The Supplier shall notify the Purchaser in writing or electronic forms that provide record of the content of communication of all subcontracts awarded under this contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
		27.2	Subcontracts must comply with the provision of <b>GCC Clause 5</b> .
28.	<b>Delays in the Supplier's Performance</b>	28.1	Delivery of the petroleum products shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

		28.2	<p>If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the petroleum products, the Supplier shall promptly notify the Purchaser in writing or 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 Purchaser 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.</p>	
		28.3	<p>Except as provided under GCC Clause 31, 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 Clause 29, unless an extension of time is agreed upon pursuant to <b>Sub Clause 28.2</b> without the application of liquidated damages.</p>	
29.	<b>Liquidated Damages</b>	29.1	<p>Subject to GCC Clause 31, if the Supplier fails to deliver any or all of the petroleum products or to perform any related services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage <b>specified in SCC</b> of the delivered price of the delayed petroleum products or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage <b>specified in SCC</b>. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 30.</p>	
30.	<b>Termination for Default</b>	30.1	<p>The Purchaser 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.</p>	
		30.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p>	
			a)	<p>the Supplier fails to deliver any or all of the petroleum products within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or</p>
			b)	<p>the Supplier fails to perform any other obligation(s) under the Contract;</p>

		c)	the supplier has abandoned or repudiated the contract.
		d)	The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		e)	a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
		f)	the Purchaser gives Notice that petroleum products 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 Purchaser; and
		g)	the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.
			For the purpose of this clause:
			i. "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;
			ii. "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;
			iii. "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
			iv. "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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

			v. "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;
		30.3	In the event the Purchaser terminates the Contract in whole or in part, pursuant to <b>Sub Clause 30.1</b> , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, petroleum products similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar petroleum products. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>31.</b>	<b>Force Majeure</b>	31.1	Notwithstanding the provisions of GCC Clauses 28, 29, and 30, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
		31.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or 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.
<b>32.</b>	<b>Termination for Insolvency</b>	32.1	The Purchaser 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 Purchaser.
<b>33.</b>	<b>Termination for Convenience</b>	33.1	The Purchaser, 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 Purchaser's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

		33.2	The petroleum products 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 Purchaser at the Contract terms and price. For the remaining petroleum products, the Purchaser 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 petroleum products and for materials and parts previously procured by the Supplier.
<b>34.</b>	<b>Disputes</b>	34.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		34.2	If after thirty days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice for adjudication.
		34.3	If the either party believes that a decision taken by the other was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the decision.
<b>35.</b>	<b>Procedure for Disputes</b>	35.1	The Adjudicator shall stated in the SCC give a decision in writing or electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		35.2	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		35.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC

36.	<b>Replacement of Adjudicator</b>	36.1	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
37.	<b>Limitation of Liability</b>	37.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 11
			a) The supplier shall not be liable to the Purchaser, 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 Purchaser; and
			b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement..
38.	<b>Notices</b>	38.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or electronic forms that provide record of the content of communication and confirmed in writing or electronic forms that provide record of the content of communication and confirmed in writing or electronic forms that provide record of the content of communication to the other party's address <b>specified in SCC</b> .
		38.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
39.	<b>Taxes and Duties</b>	39.1	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.

		39.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		39.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted petroleum products to the Purchaser.

**SECTION V: SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

### FOR SUPPLY AND SHIPMENT OF PETROLEUM PRODUCTS

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

*[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.]*

A Contract for sale and purchase of (Petroleum products) made between *[insert name and address]* herein after referred to as Purchaser on the one part and *[insert name and address]* herein after referred to as Seller of the other part.

Whereby it is agreed between the parties as follows:

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<b>Definitions (GCC Clause 1)</b>
1.	1.1 (a)	The Consignment of Petroleum product referred <i>{Insert name of Product}</i>
2.	1.1. (h)	The Organization where the petroleum products will be used is <i>{Insert name of Organization}</i>
3.	1.1(m)	Petroleum products means <i>{Insert name of products}</i>
4.	1.1.(o)	The Project is <i>{if applicable}</i>
5.	1.1.(p)	The entity purchasing the petroleum products is <i>{Insert name and address}</i>
6.	1.1.(q)	The Purchaser is: <i>{Name and address}</i>
		<b>Type of Sale (GCC Clause. 7)</b>
7.	7.1	Seller shall sell the <i>[specify petroleum products]</i> on a cost, insurance and freight (CIF) basis to Purchaser at <i>[specify port /</i>

		<i>ports of discharge.]</i>
	<b>Type of Petroleum product and Quality (GCC Clause 3)</b>	
8.	3.1	Seller shall meet the Petroleum product needs of Purchaser as indicated hereafter, meeting the specification indicated in Section VI.
	<b>Governing language [GCC .3]</b>	
9.	3.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language,{ <i>Insert Language</i> }
	<b>Application [GCC. 4]</b>	
10.	4.1	The contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania unless otherwise{ <i>Specified in SCC</i> }
	<b>Type of Sale [GCC. 7]</b>	
11.	7.1	The supplier shall sell the ( <i>Specify in SCC or as</i> ) on a CIF basis to the Purchaser at Purchaser's port or ports of destination.
	<b>Quantity and Period of Supply [GCC.8]</b>	
12.	8.1	The quantity and the period of supply of crude oil / products covered under this Agreement shall be as indicated in SCC plus / minus five percent (Supplier's option,{ <i>Insert quantity and period of supply</i> }
	<b>Nomination of Vessel [GCC.9]</b>	
13.	9.1	Supplier shall ship the cargo to Purchaser in bulk in vessel(s) provided by the Supplier CIF the discharge port/ports for discharge at berth or any other mooring facilities suitable for discharging petroleum fuels. Supplier shall be deemed to be fully familiar with the discharge port/ports conditions, restrictions, terminal procedures and requirements,{ <i>Insert the required procedures requirements and all necessary government requirements</i> }
14	9.2	An accepted date range shall be determined in respect of each shipment, by narrowing the period for discharge of the cargo at the discharge port/ports as set out, { <i>Insert name of Port where the Product will be received</i> }.

<b>Performance Security [GCC.12]</b>		
15.	12.1	Within twenty eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount, <i>{Specify currency and amount}</i>
16.	12.3	The Performance security shall be in the following form <i>[Insert form of Security ]</i>
17.	12.4	The performance security will be discharged by the Purchaser 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, <i>{Specify}</i>
<b>Parking [GCC. 15]</b>		
18	15.2	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, <i>{ Insert any adding requirements if any}</i>
<b>Insurance [GCC.17]</b>		
19	17.1	The petroleum products 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, <i>{Specify}</i> .
<b>Incidental Services [GCC.19]</b>		
20.	19.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, <i>{Specify the required services}</i>
<b>Warranty [GCC.21]</b>		
21.	21.2 21.4 21.5	This warranty shall remain valid for a period specified in the SCC after the petroleum products, 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, <i>{ Specify delivery period if different from that indicated in the contract}</i>
22.	22.1	The method of payment shall be <i>[ Insert mode of payment ]</i>
<b>Payment [GCC.22]</b>		

23.	22.2	<p>(a) Purchaser shall make payment against:</p> <p>(b) Commercial invoice detailing FOB price, freight and insurance separately.</p> <p>(c) Documents of title (original Bill of Lading or any other document acceptable to Purchaser).</p> <p>(d) Insurance certificates</p> <p>(e) Certificate of origin</p> <p>(f) Master's receipt of sealed samples of the cargo loaded including clean Bill of Lading.</p> <p>(g) Certificate of quality and quantity.</p> <p>(h) Master's receipt of documents</p> <p>(i) Ship's cargo manifest.</p> <p>(j) Any other documents agreed upon between Purchaser and seller.</p>
24.	22.3	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, <i>{Insert applicable/Not applicable}</i>
25	22.4 22.5	The currency or currencies in which payment is made to the Supplier under this contract shall be <i>[Insert Currency]</i>
<b>Prices [GCC.23]</b>		
26.	23.2	Prices charged by the Supplier for petroleum products 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 <b>authorized</b> . <i>{Specify manner in which price adjustment will be made}</i>
<b>Liquidated damages [GCC.29]</b>		
27.	29.1	Subject to GCC Clause 31, if the Supplier fails to deliver any or all of the petroleum products or to perform any related services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage, <i>{Insert percentage}</i>

	<b>Procedures for disputes [GCC.35]</b>	
28.	35.2	The Adjudicator shall be paid by the hour at the rate of specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding, { Specify rate and type of reimbursable }
29.	35.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown, { Insert name of Institution and Venue for arbitration }
	<b>Replacement of Adjudicator [GCC.36]</b>	
30.	36.1	In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by in the SCC at the request of either party, within 14 days of receipt of such request, { Insert name of appointing Authority }
	<b>Notices [GCC.38]</b>	
31.	38.1	<p>Communications by either party to the other shall be sufficiently made if delivered by registered mail, or sent by telegraph, telex, cable or facsimile to the address of such party specified for this purpose hereunder and shall, unless otherwise provided herein, be deemed to have been made on the day on which such communication ought to have been delivered in due course of postal, telegraphic, telex or facsimile communication, depending on the means used.</p> <p>The address, telex number, facsimile number and cable address for this purpose are:</p> <p>For the Purchaser:</p> <p><i>[specify Purchaser's address, telex/facsimile number(s) and cable address.]</i></p> <p>For the Seller:</p> <p><i>[specify Seller's address, telex/facsimile number(s) and cable address.]</i></p>

## **SECTION VI: SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS**

**SUPPLY AND SHIPMENT OF PETROLEUM PRODUCTS**

*[Insert specification for petroleum products & schedule of requirements]*

## **SECTION VII: TENDER FORMS**

## Table of Tender Forms

### Sec. VII

1. Tender Submission Form .....	1
2. Power of Attorney.....	3
3. Tenderer Information form.....	5
4. Party to JV Information form .....	6
5. Price Schedule for petroleum products to be Imported .....	7
6. Letter of Acceptance .....	8
7. Form of Contract Agreement .....	9

## Tender Submission Form

Date: *[insert: date of Tender]*

ITT: *[insert IFT number]*

*[Insert: name of Contract]*

To: *[Insert Name and address of PE]*

*Dear Sir or 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 *[description of Petroleum Products]* in conformity with the said Tendering Documents for the sum of

*[Insert total Tender amount in words and figures]*

*(hereinafter called "the Total Tender Price')* or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amount is in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the petroleum products 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 agree to abide by this Tender for the Tender Validity Period specified in sub- Clause 17.1 and the Tender Data Sheet, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this Tender, together with your written acceptance of the Tender 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 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this tender, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
(if none, state "none")		

We certify/confirm that we comply with the eligibility requirements as per ITT Clauses 3 and 4 of the Tendering Documents.

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*]

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of [*insert: title or position*]

Duly authorized to sign this Tender for and on behalf of [*insert: name of Tenderer*]

**STANDARD POWER OF ATTORNEY**

**TO ALL IT MAY CONCERN**

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No ..... of .....day of .....*[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

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

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

SEALED with the common seal of the said *[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*  
.....

SEALED and DELIVERED by the  
Common Seal of *[insert name of the donor/coy]*  
This *[insert date, month and year]* }

.....  
**DONOR**

**BEFORE ME:**

.....  
**COMMISSIONER FOR OATHS**

**ACKNOWLEDGEMENT**

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said  
[*insert name of donee*] Identified to me  
by [*insert name*]  
The latter known to me personally  
This [*insert date, month and year*],

.....  
**DONEE**

**BEFORE ME**

.....  
**COMMISSIONER FOR OATHS**

## Tenderer Information Form

Date: [*insert: date of Tender*]

ITT: [*insert ITT number*]

[*Insert: name of Contract*]

1. Tenderer's Legal Name
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration:
4. Tenderer's Year of Registration:
5. Tenderer's Legal Address in Country of Registration:
6. Tenderer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none"><li>• Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clause 3.3.</li><li>• In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 3.1.</li><li>• In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 3.6</li></ul>

### Party to JV Information Form

Date: *[insert: date of Tender]*

ITT: *[insert ITT number]*

*[Insert: name of Contract]*

1. Tenderer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none"><li>■ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clause 3.3.</li><li>■ In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 3.6.</li></ul>

**Price Schedule for petroleum products to be Imported**

1. Tanker size	<i>[Purchaser to specify]</i>
2. Currency of Tender	<i>[specify amount in any freely convertible currency]</i>
3. FOB price basis <sup>1</sup>	<i>[Average of Platt's Quotation]</i>
4. Freight, Fixed per MT <sup>2</sup>	<i>[Tenderer to quote]</i>
5. Insurance, Fixed per MT	<i>[Tenderer to quote]</i>
6. Ocean loss, Fixed per MT (0.5 % max)	<i>[Tenderer to quote]</i>
7. Inspection cost at load port, Fixed per MT	<i>[Tenderer to quote, if any]</i>
8. Premium/Discount, Fixed per MT <sup>3</sup>	<i>[Tenderer to quote, if any]</i>
9. CIF Price	<i>[Total of above items 5 to 10]</i>
10. Payment terms, Credit period	<i>[specify thirty (30) days]</i>
11. Demurrage rate & conditions applicable	<i>[specify Charter party rate &amp; Conditions.]</i>
12. Governing Law	<i>[Tenderer to specify as per Clause 14 of GCC]</i>
13. Compliance with Purchaser's specifications and Terms and conditions <sup>4</sup>	<i>[Tenderer to confirm]</i>
14. Tender validity period	<i>[Tenderer to provide.]</i>

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below

Name and address of agent	Amount and Currency

(if none, state "none").

Dated this \_\_\_\_\_

\_\_\_\_\_  
*[Signature ]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**[Insert Name of Procuring Entity]**

**[Insert logo]**

**Letter of Acceptance**

*[insert date]*

To: *[name and address of the Supplier]*

This is to notify you that your Tender dated *[insert date]* for the supply of petroleum products as described in the Tendering Documents, that after review of all the Tenders, that the contract is to be awarded to your company for the contract price of equivalent of *[insert the amount in number and in words] [specify currency] [ies]* as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

- (a) We accept that *[name proposed by Tenderer]* be appointed as an Adjudicator
- (b) We do not accept that *[name proposed by Tenderer]* be appointed as an Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Tenderers.

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made this [*insert: date*] day of [*insert: month*][ *insert: year* between [*name and address of Purchaser*] (hereinafter called "the Purchaser") of the one part and [*name and address of Supplier*] of (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for supply of petroleum products and related services, viz., [*brief description of petroleum products*] and has accepted a Tender by the Supplier for the supply of those petroleum and related services in the sum of [*contract price in words and figures*] (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, viz.:
  - (a) This Contract Agreement
  - (b) Special Condition of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Technical Specification)
  - (e) Schedule of Requirements
  - (f) The Supplier's Tender and original Price Schedules;;
  - (g) Purchaser's Letter of Acceptance
  - (h) [*Add here any other documents*]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the petroleum products and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the petroleum products and related 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.

**For and on behalf of the Purchaser:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**In the presence of:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**For and on behalf of the Supplier:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**In the presence of:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**SECTION VIII: SECURITY FORMS**

*Table of Security Forms*

	Sec. IX	
1. Tender Security Form .....		3
2. Tender-Securing Declaration .....		5
3. Performance Security Bank Guarantee.....		6
4. Bank Guarantee Form for Advance Payment .....		7

## Tender Security Form

**Date:** [insert: date]

**IFT** [insert IFT name and number]

Whereas [insert name of the Tenderer] (hereinafter called "the Tenderer") has submitted its Tender dated [insert date of submission of Tender] for the supply of [name and/or description of the petroleum products] (hereinafter called "the Tender")

KNOW ALL PERSONS by these presents that WE [insert :name of bank] of [insert : name of country], having our registered office at [address of bank] (hereinafter called "the Bank") are bound unto [insert name of Procuring Entity] (hereinafter called "the Purchaser") in the sum of [insert: amount in words, figures and currency] for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert date] day of [insert year]

THE CONDITIONS of this obligation are:

1. If, after the Tender submission, deadline the Tenderer
  - (a) Withdraws its Tender during the period of tender validity specified by the Tenderer on the Form of Tender; or
  - (b) Does not accept the PE's correction of arithmetic errors in accordance with the instruction to Tenderers; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:
  - (a) fails or refuses to execute the Contract , if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Tenderers;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it owing to the occurrence of one or both of the above two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty (28) calendar days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[common seal of the bank]

## Tender-Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated]*

Date: *[insert date (as day, month and year)]*  
IFT No.: *[insert IFT number]*

Alternative No.: *[insert identification No if this is an alternative Tender]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our tender during the period of tender validity specified in the Form of Tender; or
- (b) did not accept the PE's correction of arithmetic errors in accordance with the Instruction to Tenderers
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender validity period.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Duly authorized to sign the tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]*

**Performance Security Form**

(Unconditional)

Date: *[insert date ]*

IFT: *[insert: IFT name and number]*

Contract: *[insert Contract name and number]*

To: *[insert name and address of Purchaser]*

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

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

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

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

This guarantee is valid until the *[insert date]* insert month and year

Signature and Seal of the Guarantors

---

*[date]*

---

---

*[address]*

**Bank Guarantee Form for Advance Payment**

Date: *[insert date]*

IFT: *[insert IFT name and number]*

Contract: *[insert Contract name and number]*

To: *[insert: name and address of Purchaser]*

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

SECTION IX: FORMS OF INTEGRITY

**UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY/  
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**  
(Made under Regulation 78 (2) of GN 446 of 2013)

Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.

**MEMORANDUM (Format 1)**

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

This company \_\_\_\_\_ (*name of company*) places importance on competitive Tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its Tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

**MEMORANDUM (Format 2)**

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

This company \_\_\_\_\_(*name of company*) has issued, for the purposes of this Tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_