



**THE UNITED REPUBLIC OF TANZANIA  
ARUSHA REGIONAL SECRETARIAT  
LONGIDO DISTRICT COUNCIL**



**MINI-COMPETITION QUOTATION**

**QUOTATION No. 70Q2/2025/2026/G/224**

**for**

**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

**16/09/2025**

## **SECTION I: INVITATION FOR QUOTATIONS**



**THE UNITED REPUBLIC OF TANZANIA  
ARUSHA REGIONAL SECRETARIAT  
LONGIDO DISTRICT COUNCIL**



**MINI-COMPETITION QUOTATION**

**Quotation No. 70Q2/2025/2026/G/224**

**FOR**

**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

16/09/2025

1. Subject to the open framework arrangement signed by your end for the procurement of Commonly Used Items and Services (CUIS), the Purchaser calls for a mini-competition quotation addressed to other suppliers who signed terms and conditions under the framework contract arrangement.
2. Schedule of Requirements and prices:

**LOT NO. 70Q2/2025/2026/G/224**

**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

**GFS Code: 22003102 - Diesel**

S/N	Description	Unit of measure	Quantity
1	Diesel fuel	Litres	640

3. Delivery Location LONGIDO DISTRICT COUNCIL
4. Delivery period offered is 45 days from date of the Local Purchase Order
5. The technical specification for items to be supplied.

**LOT NO. 70Q2/2025/2026/G/224**

**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

**GFS Code: 22003102 - Diesel**

**Diesel fuel**

Technical Requirements	Description
Density	As per International Standard
Sulphur Content	As per International Standard
Cetane Number	As per International Standard

6. The mini competition quotation submission deadline will be on 10:00 AM at 19/09/2025. Mini competition Quotations will be opened promptly online on the submission deadline date and time.

**DED**  
LONGIDO DISTRICT COUNCIL

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

## **Instructions to Tenderers**

1. The tenderer shall submit the following documents to its quotation;
  - 1.1 Manufacturer Authorization is not required
  - 1.2 A Sample of the goods: is not required.
  - 1.3 Duly Notarized Power of Attorney (as per format provided in Section VI-Tendering Forms) authorizing the signatory of the Tender to commit the Tenderer, or an extract of business name registration in case of sole proprietors. Written confirmation of authorization to sign on behalf of the Tenderer is: Special power of Attorney
  - 1.4 Tender securing declaration furnished in in the format provided in the Section for Tendering Forms
  - 1.5 Declaration against Fraud and corruption in Tendering and Contract implementation
2. Tender price rates quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
3. The Supplier shall complete the Quotation Submission Form which is provided in the system when completing quotation document.
5. Quotation shall remain valid for a period of not less than 45 after the deadline for submission.
6. The Tenderer shall fulfill the following criteria with this mini-competition quotation:
  - 6.1. Confirm with the delivery time of 45 days.
  - 6.2. Comply with the technical specifications indicated in Section V.
  - 6.3 Terms of payment will be within 30 days.
  - 6.4. In case of a Tenderer offering to supply goods that the Tenderer does not manufacture or otherwise produce, the Tenderer must show that he has been duly authorized by the goods 'manufacturer to supply the goods in Tanzania by submitting Special power of Attorney.
7. A prospective Tenderer requiring clarification of the Tendering Documents may do so through NeST prior to tender submission deadline and The PE after receiving the request for clarification will respond and publish the clarification including a description of the inquiry through NeST without identifying its source.
8. All tenders shall be submitted through NeST. Tenders submitted through NeST shall be considered to be true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect.
9. The opening shall be done through NeST as per time specified in the tender documents. The tender opening records shall be made available in the appropriate section of the NeST.
10. The PE will evaluate and compare the quotations as follows:
  - 10.1 The system shall rank tenderers from lowest to highest quoted prices.
  - 10.2 The system shall evaluate and determine a substantially responsive mini-competition quotation that conforms to the Terms and Conditions of the invitation issued for automatic criteria only. A substantially responsive Quotation is one that conforms to all the Terms, Conditions, and specifications of the quotation document,
  - 10.3 In circumstances where one or more tenderers appear to have quoted exact prices, the Procuring Entity shall select/recommend the tenderer who has more work experience on similar procurement if specific experience was selected as one of the criteria for evaluation.
  - 10.4 Evaluation shall be undertaken on the following criteria:

## **Commercial Evaluation**

### **1. Standard Tender Forms**

**Tender Validity Period (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	45
-------------------------------	----

**Notarized Special Power of Attorney (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

**Technical Evaluation****1. Technical Specifications****Conformance to Technical Specifications and Standards (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

**2. Delivery Schedule****Delivery Period (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery schedule has been allowed.

**Financial Evaluation****1. Price Schedule****Priced schedule (SCORE: Comply/Not Comply to specified minimum requirements)**

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

10.5 Based on the above criteria, PE will confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Quotation is qualified to perform the contract satisfactorily, PE may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.

11. The PE may determine that a tender price is abnormally low by using several approaches, if possible:

- (i) Comparing the tender price with the pre-tender estimates.
- (ii) Comparing the tender price with the average tenders price offered by other tenderers submitting substantially responsive tenders.
- (iii) Comparing the tender price with prices paid in similar contracts in the recent past, either government or development partner-funded projects;
- (iv) Comparing the tender price with the available price cap set by Authority for specific assignment.

The rate of determination for abnormally low tenders 70

12. Negotiations may be undertaken with the lowest evaluated Tenderer relating the following areas:

(a) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the tendering documents;

(c) a minor amendment to the SCC;

(d) finalizing payment arrangements;

(e) delivery arrangements;

(f) reduction of Quotation Price to match the available PE's Budget Estimates and commensurate with the market prices, provided such reduction shall not make the quotation abnormally low.

Where negotiation fails to result in 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 re open earlier negotiations.

13. The PE reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of goods to be supplied originally specified in the Schedule of Requirements and Prices without any change in unit price or other terms of conditions and this shall be reflected in the LPO.
14. The tenderer whose quotation is accepted will be notified for the award of contract by the PE prior to expiration of the quotation validity period.
15. Clarification of Quotation Documents: A prospective Tenderer requiring any clarification of the Quotation Document may notify the PE through NeST at least One (1) day prior to Quotation submission deadline. The PE will within one (1) day after receiving the request for clarification respond and publish through NeST.
16. Amendment of Quotation Document: Before the deadline for submission of Quotation, the PE, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Quotation Document by issuing addenda.
17. Modification, Substitution, or Withdrawal of Quotation: A Tenderer may modify or substitute or withdraw its Quotation after it has been submitted to the PE through the system provided that such modification or substitution or withdrawal is made prior to the deadline for submission of Quotation. Tenderer shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
18. Opening of Quotation: The opening shall be done automatically by the system after the deadline date and time. Readout prices shall be displayed automatically in the system. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.



### **SECTION III –QUALIFICATION AND EVALUATION CRITERIA**

## Commercial Evaluation

### 1. Standard Tender Forms

**Tender Validity Period (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	45
-------------------------------	----

**Notarized Special Power of Attorney (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

## Technical Evaluation

### 1. Technical Specifications

**Conformance to Technical Specifications and Standards (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers are required to comply with technical requirements (Service specifications, Technology specifications, Security Specifications, Technical Architecture, Usability, Testing and Quality Assurance, Service Specifications, Conformity to Technical requirements).

### 2. Delivery Schedule

**Delivery Period (SCORE: Comply/Not Comply to specified minimum requirements)**

Tenderers are required to comply with delivery period specified by the procuring entity unless alternative delivery schedule has been allowed.

## Financial Evaluation

### 1. Price Schedule

**Priced schedule (SCORE: Comply/Not Comply to specified minimum requirements)**

The tenderer must quote for each item in the schedule of requirements provided by the procuring entity.

#### **SECTION IV: CONDITIONS OF CONTRACT**

## **General Conditions of Local Purchase Order**

### **1.0 Definitions**

- 1.1 (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid, or gaseous form, electricity, intangible asset, and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.
- (d) “The Incidental Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “The Purchaser” means the Government Entity purchasing the Goods, as named in the **SCC**.
- (f) “The Supplier” means a company, corporation, organization, partnership, or individual person supplying goods or services, hiring equipment, or providing transport services, and who is, according to the contract, a potential party or the party to the procurement contract with the PE.

### **2.0 Eligibility**

- 2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 2.2 All Goods, Works, and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.
- 2.3 For purposes of this GCC, “origin” means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.4 The origin of Goods is distinct from the nationality of the Supplier.

### **3.0 Standards and Contract Documents**

- 3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.
- 3.2 The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:
- i) Letter of Acceptance;
  - ii) Form of Tender;
  - iii) Special Conditions of Contract;
  - iv) General Conditions of Contract;
  - v) Specifications if any;
  - vi) Completed schedules(Statement of Requirements) and Schedule of Prices;
  - vii) Performance Securities
  - viii) Power of Attorney and
  - ix) Any other document listed in the SCC as forming part of the Contract. (Such as Minutes of Negotiations if any shown as Appendices)

### **4.0 Use of Contract Documents and Information**

- 4.1 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.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.

4.3 All documents enumerated in GCC 4.1, other than the Contract itself, 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.

## **5.0 Patent Rights**

5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.

## **6.0 Performance Security**

6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the SCC.

6.2 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.

6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:

- (a) a bank guarantee issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; or
- (b) a Performance Securing Declaration.

6.4 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 as specified in the SCC.

## **7.0 Sustainable Public Procurement**

The Supplier shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

7.1 The Supplier shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

7.2 The Supplier shall take all necessary measures to:

- (a) Protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

7.3 The Supplier shall ensure that emissions, surface discharges, effluent and any other pollutants from the Supplier's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

7.4 In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Supplier's operations, the Supplier shall agree with the Contract Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Supplier shall implement such remedies at its cost to the satisfaction of the Contract Manager.

7.5 The Supplier shall take all necessary and reasonable measures, as required by applicable laws, regulations, or otherwise as set out in the Supplier's Environmental and Social Management Plan that have been approved by the Purchaser to:

- (a) minimize energy use;
- (b) minimize water usage
- (c) efficiently use raw materials during the course of the works
- (d) ensure the Project's energy use does not have significant adverse impacts on communities, other users and the environment during the supply of petroleum product and related services.

## **8.0 Inspections and Tests**

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.

8.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

8.5 Nothing in GCC 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9.0 Packing**

9.1 The Supplier shall provide such packing of Goods as is required to prevent 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 final destination and the absence of heavy handling facilities at all points in transit.

9.2 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 specified in the SCC and through any subsequent instructions issued by the Purchaser.

## **10.0 Delivery and Documents**

10.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC and LPO**.

10.2 For the purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified in the SCC and LPO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## **11.0 Insurance**

11.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC**.

11.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

## **12.0 Transportation**

12.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC10.2. No restriction shall be placed on the choice of carrier.

12.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by

the Supplier, and related costs shall be included in the Contract Price.

### **13.0 Incidental Services**

13.1 A Supplier may be required to provide any additional services as specified in the LPO.

### **14.0 Spare Parts**

14.1 If specified in the SCC, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:-

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

### **15.0 Warrant**

15.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused of the most recent or current models, and incorporate all recent improvements in design and materials. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.

15.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

15.3 Warranties shall remain valid for period specified in the **SCC and LPO** after final acceptance of the Goods by the Purchaser.

15.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms and provide record of the content of communication of any claims arising under this warranty.

15.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.

15.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SCC and LPO**, the Purchaser may proceed to take such remedial action as maybe 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.

### **16.0 Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC and LPO**.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the **SCC and LPO** after submission of an invoice or claim by the Supplier.

16.4 Payments shall be made in Tanzania Shillings unless otherwise stated in the **SCC and LPO**.

### **17.0 Prices**

17.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

## **18.0 Change Orders**

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 32, make changes within the general scope of the Contract in any one or more of the following:

- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) methods of shipment, packing, construction or performance;
- (c) the place of delivery; and/or
- (d) incidental services to be provided by the Supplier.

18.2 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 GCC must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **19.0 Contract Amendments**

19.1 Subject to GCC 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **20.0 Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

## **21.0 Sub-contracts**

21.1 The Supplier shall notify the Purchaser in writing or in 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. Subcontracts must comply with the provisions of GCC 2.

## **22.0 Delays in the Supplier's Performance**

22.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the **SCC**.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the 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.

22.3 Except as provided under GCC 25, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 23, unless an extension of time is agreed upon pursuant to GCC 22.2 without the application of liquidated damages.

## **23.0 Liquidated Damages**

23.1 Subject to GCC 25 and if stated in the **SCC** if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC 24.

## **24.0 Termination for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

---



- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“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 Purchaser, 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 Purchaser of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **25.0 Force Majeure**

25.1 Notwithstanding the provisions of GCC 22, 23, and 24, 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.

25.2 For purposes of this GCC, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. 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, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **26.0 Termination for Insolvency**

26.1 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.

## **27.0 Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at anytime for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, 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 goods, works and services and for materials and parts previously procured by the Supplier.

27.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier’s personnel.

27.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of

termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## **28.0 Settlement of Disputes**

28.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in **SCC**.

28.2 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the **SCC** refer the dispute for arbitration. If either party within the period mentioned in the **SCC** has not referred the matter for arbitration the decision shall become final and binding to the Parties.

28.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this GCC shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

28.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.

28.5 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **29.0 Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC 5,

- (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.

## **30.0 Governing Language**

30.1 The Governing Language of the Contract shall be specified in the **SCC**.

## **31.0 Applicable Law**

31.1 The Contract shall be interpreted in accordance with the laws of Tanzania.

## **32.0 Notices**

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address as specified under GCC 1.1.

32.2 A notice shall be effective when electronically set to either part.

## **33.0 Taxes and Duties**

33.1 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

## **34.0 Change of Laws and Regulations**

34.1 If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or

decreased, to the extent that the Supplier has thereby been affected

## SPECIAL CONDITIONS OF LOCAL PURCHASE ORDER

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

S/N	SCC Clause Description	GCC Clause Number	Amendments of, and Supplements to, Clause in the GCC
1.	Definition	1.1(e)	The Purchaser is LONGIDO DISTRICT COUNCIL of 84 LONGIDO.
2.	Standard and Contract Documents	3.0	Other documents that form part of the contract are: Not applicable.
3.	Performance Security	6.1	The Performance Security type shall be Performance Securing Declaration.
4.	Sustainable Public Procurement	7.0	Not Applicable
5.	Packing of Goods	9.2	Additional packaging requirements are: Not Applicable
6.	Delivery and Documents	10.1	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email/cable the full details of the shipment, including the Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of non negotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate; The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
		10.1	For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; an (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. (vi.) Any other required document shall be:  1. invoice, delivery notes
7.	Spare Parts	14.1	Additional Spare Parts Requirements are not required.
8.	Warranty	15.3	Not Applicable.
9.	Payment	16.1 & 16.3	Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) Advance Payment:

			(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 10. (iii) On Acceptance: The remaining 100 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
10.	Delays in the Supplier's Performance	22.1	Delivery of goods by a supplier shall be within 45 days.
11.	Liquidated Damages	23.1	The applicable rate of liquidated damages shall be 0.1 percent of the cost of undelivered goods for every day of delay to a maximum of 10% of the contract sum.
12.	Settlement of Disputes	28.1	Appointing Authority for the Adjudicator shall be: Tanzania Institute of Arbitrators (TIArb)
		28.2	Period for referring adjudicator decision for arbitration is 3 days.
13.	Governing Language	30.1	The Governing Language shall be English.

## **SECTION V: SCHEDULE OF REQUIREMENTS**

### 1. List of Goods and Related Services

**Tender No:** 70Q2/2025/2026/G/224

The delivery or completion period shall commence from the date of contract signature and effectiveness.

**LOT NO. 70Q2/2025/2026/G/224**

**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

**GFS Code: 22003102 - Diesel**

<b>S/N</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Quantity</b>
1	Diesel fuel	Litres	640

## **2. Delivery and Completion Schedule**

**Tender No:** 70Q2/2025/2026/G/224

The delivery or completion period shall commence from the date of contract signature and effectiveness.

45



**LOT NO. 70Q2/2025/2026/G/224**  
**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

**GFS Code: 22003102 - Diesel**

**Diesel fuel**

This item does not require pre-shipment inspection

**LOT NO. 70Q2/2025/2026/G/224**  
**Supply of Diesel for Agriculture, Livestock, and Fisheries Division**

**GFS Code: 22003102 - Diesel**

**Diesel fuel**

Technical Requirements	Description
Density	As per International Standard
Sulphur Content	As per International Standard
Cetane Number	As per International Standard

**SECTION VI: TENDERING FORMS**

## 1. QUOTATION SUBMISSION FORM

[date].....

To: [Full address of Procuring Entity (PE)]

We agree to supply the goods specified in the Schedule of Requirement and prices of the ..... [name and identification number of quotation] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... [amount in numbers], ..... [amount in words] in Tanzanian Shillings.

We also offer to delivery the said goods within the period of .....days/weeks / months (*delete as necessary*) as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Tender for the Tender Validity Period specified in **ITT 5**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

We declares that our quoted price did not involve agreement with other tenderers for the purpose of tender suppression.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature: .....

Name and Title of Signatory: .....

Date: .....

Name of Tenderer: .....

Address: .....

## 5. Manufacturer's Authorization Form

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a quotation, and subsequently negotiate and sign the Contract with you against IFTNo. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Quotation.

---

*[signature for and on behalf of Manufacturer]*

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Tenderer in its Tender.*

**Special Power of Attorney (Form is available in the system during tender submission)**

*[Tenderer's Header]*

**STANDARDPOWER OF ATTORNEY**

*[This form shall be used by company/firms]*

**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 Donor(Company)]* of *[insert address of the Donor(Company)]*, by virtue of authority conferred to us by the Board of Directors through Resolution No *[insert Board Resolution Number]* of *[insert day]day of [insert Board Resolution month and year]*, of which is still in full force and effect; do hereby ordain, nominate, authorize, empower 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]* for *[insert description of procurement]* that is to say;

To act for the company and do any other thing or things incidental for *[insert tender Number]* for *[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]* **DONEE**

The latter known to me personally

This *[insert date, month and year]*,

**BEFORE ME**

**COMMISSIONERFOR OATHS**

*[Tenderer's Header]*

**STANDARDPOWER OF ATTORNEY**

*[This form shall be used by sole proprietor/individuals]*

**TO ALL IT MAY CONCERN**

THATBY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*,

I the undersigned *[insert name of the Donor]* of *[insert address of the Donor]*; do hereby ordain, nominate, authorize,

empower and appoint *[insert name of Donee]* of *[insert address of the Donee]* to be my true lawful Attorney and Agent, with full power and authority, for *[insert name of the Donor]*, and for Donor's accounts and benefits, to do any, or all of the following acts, in the execution of tender No. *[insert tender number]* for *[insert description of procurement]* that is to say;

To act for *[insert name of the Donor]* and do any other thing or things incidental for *[insert tender Number]* for *[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** I hereby undertake to ratify everything, which my 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.

**DELIVERED** in 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]*

SIGNED AND DELIVERED by the said

*[Insert name of Donor]* Identified to me .....

by ***[insert name]* DONOR**

The latter known to me personally

This *[insert date, month and year]*

**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 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]* DONEE**

The latter known to me personally

This *[insert date, month and year]*,

**BEFORE ME;**

#### **COMMISSIONER FOR OATHS**

Note: *The power of attorney shall not be rejected on the basis that board resolution was passed before the tender invitation date.*

**DECLARATION AGAINST FRAUD AND CORRUPTION AND COMPLIANCE WITH THE CODE OF  
ETHICS IN TENDERING AND CONTRACT IMPLEMENTATION**

*(The tenderer shall complete and submit this declaration along with their tender)*

1. I, *[insert name of the tenderer authorized representative]* of P.O. Box *[insert address]* make declaration as follows:-
2. THAT, I am *[insert title]* at *[insert the tenderer's name]* who is a tenderer in tender No. *[insert tender number]* for *[insert tender description]* invited by *[insert the name of the procuring entity]* who is authorized to make this declaration.
3. THAT, the mentioned tenderer, its employees, associates, agents, shareholders, partners, owners, beneficiaries, or subcontractors will not involve in corrupt or fraud practices concerning the tender competition or the implementation of the contract.
4. THAT, the mentioned tenderer, its employees, associates, agents, shareholders, partners, owners, beneficiaries, or subcontractors have not been influenced by any member of the tender board, management, or employees of *[insert the name of the procuring entity]*.
5. THAT, the mentioned tenderer will not engage in any collusion, inducement or coercion in any way during the tendering process or contract implementation.
6. THAT, the mentioned tenderer, its employees, associates, agents, shareholders, partners, owners, beneficiaries, or subcontractors will not engage in matters that create conflict of interest in the tendering process and contract implementation.
7. THAT, the mentioned tenderer, upon becoming aware of a conflict of interest, will promptly notify the procuring entity.
8. THAT, we recognize our duty to allow the Government and the procuring entity to inspect any information related to the preparation of the tender and the implementation of any contract arising from the tender, whether we have been awarded or not.
9. THAT, we recognize our duty to comply with the Code of Ethics concerning the tender participation in public procurement.
10. THAT, if having been awarded the tender and during implementation of the contract, it appears that we have violated the conditions under this declaration, the procuring entity has the right to cancel the procurement process as well as terminate any contract arising from the tender without cost or legal liability on their part and may take appropriate further action, including debarment in accordance with the Law.

THAT, THIS DECLARATION has been made truly to the best of the knowledge of the information provided.

Signature of tenderer authorized representative: *[insert sign of tenderer authorized representative]*

Name and title of tenderer authorized representative: *[name of tenderer authorized representative]*

Name of the tenderer: *[insert tenderer name]*

Date: *[insert date]*

Address: *[address of tenderer authorized representative]*



Phone number: [*insert phone number of tenderer authorized representative*]

Email: [*insert email of tenderer authorized representative*]

Tenderer's Seal: [*stamp tenderer seal*]

## **Tender Securing Declaration**

*(Form is available in the system during tender submission)*

## **SECTION VII: CONTRACT FORMS**

## 1. Letter of Acceptance

[letterhead paper of the Procuring Entity]

[date]

To: [name and address of the Suppliers]

**RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. [insert tender number] FOR [insert tender description]**

Kindly refer to the above subject matter above.

This is to notify you that your Tender dated [date] for the execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] has been accepted by our procuring entity at a local Contract amount of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions Tenderers is hereby accepted by us.

We confirm that [insert name proposed by Procuring Entity in the Tender Data Sheet],

**or**

We accept that [name proposed by Tenderer] be appointed as the Adjudicator

**or**

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 28.1 of the Instructions to Tenderers

You are requested to furnish the Performance Securing Declaration or Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section VII, Contract Forms of the Tendering Document..

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

## 2. Sample Agreement For a Framework Contract

**Procurement Reference No:**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (herein after “the Purchaser”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited tenders for certain Supplies and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the provision of those Supplies and Related Services in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETHAS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier inconsideration of the provision of the Supplies 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.
4. The quantities of Supplies specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the call-off orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment.
5. The Purchaser shall order from the Supplier all the Supplies specified in the contract that are required to be purchased by the Purchaser during the period stated below, unless any Supplies are urgently required in an emergency situation and the Supplier is unable to deliver such Supplies within the period required by the Purchaser.
6. The Purchaser guarantees to order at least the value of Supplies specified as the minimum value in the Schedule of Requirements.
7. Any Supplies to be provided under this contract shall be ordered by the issue of call-off orders, which shall be issued by the Purchaser as Notices in accordance with GCC Clause 32, using the format attached to this Agreement. The authorised signatory for call-off orders shall be the official named in SCC Clause 32.
8. Call-off orders may be issued at any time during a period of one year from the date of contract indicated above. Any call-off order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.
9. Call-off orders are subject to the following limitations and exceptions:
  - (a) where the value of a call-off order is less than 2½% of the contract price, the Supplier is not obliged to provide the Supplies, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its intention not to provide the Supplies;
  - (b) where the value of a call-off order, or the total value of all call-off orders within a period of one month, is more than 25% of the contract price, the Supplier shall not be bound by the response times specified in the Schedule of Requirements, provided that the Supplier gives the Purchaser a notice, within three working days of the date of the call-off order, stating its inability to deliver the Supplies within the response time and specifying the delivery period which will apply.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Purchaser)

---

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

Signed by \_\_\_\_\_ (for the Supplier)

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

## Performance Securing Declaration

**Date:** *[insert date (as day, month and year)]*

**Local Purchase Order No.:** *[insert Local Purchase Number]*

To: *[insert complete name of Employer]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, we are required to guarantee the faithful performance by the Contractor of its obligations under the Contract.
2. I/We accept that: I/We will be disqualified from participating in public procurement for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract in accordance with the Terms and Conditions therein.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the Goods by the Purchaser.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

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

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

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

Corporate Seal (where appropriate)

## Performance Bond

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Oblige (hereinafter called “the Employer”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender(s) from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer. In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*

on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

**Bank Guarantee**  
(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 for Advance Payment

To: *[name of Purchaser]*

*[name of Contract]*

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 19 of the General Conditions of a contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

*[Insert Full Name of Procuring Entity (PE)]*

*[Logo]*

*[Insert the Address of the PE]*

# Local Purchase Order for Procurement of Goods

**Quotation:** *[Insert quotation Number]*

*[Insert Description of Goods]*

**To:***[Insert Name and Address of Supplier]*

Your quotation reference *[reference number]* dated *[date of quotation]* is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

**Terms and Conditions of this Local Purchase Order:**

**1. Contract Sum:** The Contract Sum is *[state contract sum in TZS VAT inclusive or exclusive]*.

**2. Delivery Period:** The goods are to be delivered within *[insert number]* days/weeks/months from the date of this LPO.

**3. Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within *[insert number]* days otherwise 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 Purchaser may have against the Supplier under the contract

**4. Delivery point:** The goods are to be delivered to *[indicate physical address]*

**Contact Person:** Notices, enquiries and document action should be addressed to *[insert name and position of individual]* at *[insert address]*

## 5. Payment to Supplier:

Payment will be made within [insert number] days [or state alternative agreed payment terms] on completion of satisfactory performance of the contract.

The following documentation must be supplied for payments to be made:

- (i) An original Invoice;
- (ii) A delivery note evidencing dispatch of the goods;
- (iii) Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order;
- (iv) Electronic Fiscal Device (EFD) receipt; and
- (v) *[List other documents required e.g. packing lists, certificates, special shipping documents]*

The following documents form part of this Contract (LPO):

- (i) Letter of Acceptance;
- (ii) Form of Tender;
- (iii) Special Conditions of Contract for LPO;
- (iv) General Conditions of Contract for LPO;
- (v) *(Attach the standard established specifications, if provided by the Government);*
- (vi) Performance Security;
- (vii) Power of Attorney; and
- (viii) *[List any other such documents]*

## Schedule of Requirements and PRICES

Item No.	Description	Unit of Measure	Quantity	Unit Price TZS.	Total Price TZS.	Warrant Period (Where Applicable)
Total Amount in TZS. (Including VAT)						

<b>For Purchaser:</b>	<b>For Supplier:</b>
Signature:.....	Signature:.....
Name:.....	Name:.....
Designation:.....	Designation:.....
Date:.....	Date:.....