



**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF ENERGY
TANZANIA PETROLEUM DEVELOPMENT CORPORATION**



REQUEST FOR TENDER

TENDER NO.: TR24/2024/2025/W/07

FOR

Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block

16/04/2025

LIST OF ABBREVIATIONS

AED	Automated External Defibrillator
AGC	Attorney General Chamber
AGG	Airborne Gravity Gradiometry
AQRB	Architects and Quantity Surveyors Registration Board
BAFO	Best and Final Offer
Cap	Chapter
DFA	Designated First Aider
DGPS	Differential Global Positioning Systems
EMP	Environmental Management Plan
ERB	Engineers Registration Board
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
IOGP	International Association of Oil & Gas Producers
ICT	International Competitive Tendering
IFT	Invitation for Tenders
ITT	Instruction to Tenderers
JV	Joint Venture
JVCA	Joint Venture, Consortium, or Association
MERP	Medical Emergency Response Plan
NCC	National Construction Council
NCT	National Competitive Tendering
NeST	National e-Procurement System of Tanzania
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
RTK	Real Time Kinematics
SEGD	Society of Exploration Geophysicists D format
SEGY	Society of Exploration Geophysicists Y format
SPS	Source Point Station
SSD	Solid State Disc
UTM	Universal Time Mercator
VHF	Very High Frequency
VSAT	Very Small Aperture Terminal
WGS84	World Geodetic System 1984

PART 1 – TENDERING PROCEDURES

SECTION I: INVITATION FOR TENDERS



**THE UNITED REPUBLIC OF TANZANIA
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FOR
Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block**

16/04/2025

1. This Invitation for Tenders follows the General Procurement Notice (GPN) for this Project which appeared in National e-Procurement System of Tanzania (NeST) dated 18/06/2024.
2. The Government of Tanzania has set aside funds for the operation of the TANZANIA PETROLEUM DEVELOPMENT CORPORATION during the financial year 2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block.
3. The TANZANIA PETROLEUM DEVELOPMENT CORPORATION now invites tenders from contractors registered for carrying out acquisition of 2D/3D Seismic Data for Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block.
4. Tendering will be conducted through the International Competitive Tendering specified in the Public Procurement Act, Cap 410.
5. A complete set of tendering document(s) in English may be accessed through NeST.
6. Tenderers are required to register through NeST and pay the tender participation fees indicated in the NeST to be able to participate in this Tendering process.
7. All tenders must be accompanied by a Tender Security in form of Tender Security - Insurance Bond in the currency of The Tanzanian Shilling 2,600,000,000.00 or any freely convertible currencies in case of foreign Tenderers.
8. All tenders must be properly filleting and submitted through NeST at or before 2:00 PM hours local time on 08/05/2025. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through Nest.
9. Tenders not received through NeST shall not be evaluated irrespective of the circumstances.

**Managing Director
P.O. Box 1191**

SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. INTRODUCTION

Instructions to Tenderer (ITT) No.	Sub ITT No.	SUB ITT Description
1. Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE) indicated in the Tender Data Sheet (TDS) invites Tenders for the undertaking of the works, as described in the TDS .
	1.2	The successful Tenderer will be expected to complete the Works within the period stated in the TDS .
2. Source of Funds	2.1	The Government of the United Republic of Tanzania has set aside 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 works as described in the TDS . Or, The Government of the United Republic of Tanzania through the PE named in the TDS has applied for/received/ intends to apply for a [loan/ credit/grant] from the financing institution named in the TDS towards the cost of the Project named in the TDS . The United Republic of Tanzania intends to apply part of the proceeds of this loan/credit to payments under the Contract described in the TDS .
	2.2	Payments will be made directly by the PE (or by the financing institution specified in the TDS upon request of the PE to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the PE.
3. Eligibility of Tenderers	3.1	<p>A Tenderer may be a Natural Person, Private Entity, Government-owned Entity, subject to ITT 3.4 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 (herein referred as a JVCA).</p> <p>In the case of a JVCA, unless otherwise specified in the TDS, all parties shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member as specified in TDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the Tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the TDS, there is no limit on the number of members in a JVCA.</p>
	3.2	The appointment of a Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE.
	3.3	Any agreement that form a JVCA shall be required to be submitted as part of the Tender and shall be attested.
	3.4	Any Tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be

		evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE.
	3.5	The invitation for Tenders is open to all Tenderers as specified in the TDS
	3.6	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 contractor in Tanzania before signing the contract.
	3.7	<p>A Tender 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"> a) 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 PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works to be purchased under this Invitation for Tenders. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Tenders; or 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 PE regarding this tendering process; or f) submit more than one Tender in this tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or g) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.
	3.8	<p>A Tenderer may be ineligible if –</p> <ul style="list-style-type: none"> (a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favour of the person, company or firm is suspended in accordance with the judgment of a court of

		<p>law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property</p> <p>(c) legal proceedings are instituted against such person, company or firm involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property</p> <p>(c) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(d) the Tenderer is debarred and blacklisted in accordance with Public Procurement Act, Cap 410 or ineligible from participating in public procurement for corrupt, coercive, fraudulent or obstructive practices, company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit Tenders, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority.</p> <p>(e) the Tenderer is from ineligible country as specified under Section VI [ineligible country] of this tendering document.</p>
	3.9	Public or Semi-public owned enterprises in the United Republic of Tanzania may participate only if they can establish that they (i) are legally and financially autonomous; and (ii) operate under commercial law. No dependent agency of the Public authority under public financed project shall be permitted to Tender or submit a proposal for the procurement of goods or works under the project.
	3.10	Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.
	3.11	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent (10%) of the Tender price is envisaged.
4. One Tender per Tenderer	4.1	A Tenderer shall submit only one tender, in the same tendering process, either individually or as a partner in a joint venture.
	4.2	No Tenderer can be a subcontractor while submitting a

		Tender individually or as a partner of a joint venture in the same tendering process.
	4.3	A Tenderer, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
	4.4	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.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall in no case be responsible or liable for those costs, except where the PE is ordered by the Public Procurement Appeals Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.
6. Site Visit and Pre-Tender Meeting	6.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit 'and examine the Site of Works and its surroundings and obtain for itself all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
	6.2	The Tenderer and any of its personnel or agents will be granted permission by the PE to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the PE and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	6.3	The PE may conduct a site visit and a pre-Tender meeting, whose purpose shall be to provide specific project information, to explain any unusual aspects of the project and to address any questions on any matter that may be raised at that stage.
	6.4	The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the TDS . Non-attendance at the site visit and pre-tender meeting will not be a cause for disqualification of a tenderer.
	6.5	The Tenderer is requested to submit any questions through NeST, to reach the PE before pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with ITT 6.6 .
	6.6	Minutes of the pre-tender meeting, if applicable, including the

		<p>questions raised by the Tenderers, without identifying the source and the responses given together with any responses prepared after the pre-tender meeting, will be transmitted within three (3) working days to all participating tenderers through NeST. Any modification of the Tendering Documents listed in ITT 7.1 [Content of Tendering Documents] that may become necessary as a result of the pre-tender meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to ITT 9.2 [Amendment of the Tendering Documents] and not through the minutes of the pre-tender meeting.</p>
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B. TENDERING DOCUMENTS

7. Content of Tendering Documents	7.1	<p>The works required, tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to Section I [Invitation for Tenders], Tendering Documents which should be read in conjunction with any addenda issued in accordance with ITT 9.2 [Amendments of the Tendering Documents] include:</p> <p>PART 1: TENDERING PROCEDURES</p> <p style="padding-left: 40px;">Section II Instructions to Tenderers (ITT)</p> <p style="padding-left: 40px;">Section III Tender Data Sheet (TDS)</p> <p style="padding-left: 40px;">Section IV Qualification and Evaluation Criteria</p> <p style="padding-left: 40px;">Section V Tendering Forms</p> <p style="padding-left: 40px;">Section VI Eligible Countries</p> <p>PART 2: PROCURING ENTITIY’S REQUIREMENTS</p> <p style="padding-left: 40px;">Section VII Works Requirements</p> <p>PART 3: CONTRACT FORMS AND CONTRACT</p> <p style="padding-left: 40px;">Section VIII Contract Forms</p> <p style="padding-left: 40px;">Section IX Contract</p>
	7.2	<p>The Invitation for Tenders (Section I) issued by the PE is not part of the Tendering Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1, said Tendering Documents will take precedence.</p>
	7.3	<p>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.</p>
8. Clarification of Tendering Documents	8.1	<p>A prospective Tenderer requiring any clarification of the Tendering Documents may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.</p>
	8.2	<p>The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.</p>
	8.3	<p>PE's response will be posted through NeST to all participating tenderers, including a description of the inquiry, but without identifying its source.</p>
	8.4	<p>Should the PE deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendments of the Tendering Documents].</p>
9. Amendment of Tendering Documents	9.1	<p>Before the deadline for submission of tenders, The PE for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, the PE may modify the Tendering Documents by issuing addenda.</p>

	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Tender Documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to participating tenderers.
	9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the PE at its discretion shall extend, as necessary, the deadline for submission of tenders, in accordance with ITT 22.2 [Deadline for Submission of Tenders]

C. PREPARATION OF TENDERS

10. Language of Tender	10.1	The tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the PE, shall be written in language specified in TDS . 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 above stated language, in which case, for purposes of interpretation of the Tender , the translation shall prevail.
11. Documents Constituting the Tender	11.1	<p>The Tender prepared and submitted by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) The Form of Tender and Tender Price completed in accordance with ITT 14 [Forms of Tender], ITT 15 [Tender Prices and Discounts], and ITT 16 [Tender Currencies]; b) Tendering Forms; c) Tender security or Tender securing declaration in accordance with Instructions to Tenderers ITT 18 [Tender Security]; d) Price Schedule; e) Alternative offers where invited in accordance with Instructions to Tenderers ITT 19 [Alternative Tenders by Tenderers]; f) Dully Notarized Power of Attorney authorizing signatory of the Tender to commit the Tenderer in accordance with ITT 20 g) A Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section V [Tendering Forms] in sufficient detail to demonstrate the adequacy of the Tenderer proposal to meet the work requirements and the completion time, and h) Any information, other than the documents under ITT 11.1(a) – (g) above required to be completed and submitted by Tenderers as specified in TDS document.
12. Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	Pursuant to ITT 11 [Documents Constituting the Tender], the Tenderer shall upload, 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 in accordance with Section IV – Qualification and Evaluation Criteria.
	12.2	In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of Contract. These qualified Tenderers should upload with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally uploaded pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section V –Tendering Forms.
	12.3	If the PE has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the Section IV [Qualification and Evaluation Criteria]
	12.4	To qualify for award of the Contract, Tenderers shall meet the minimum qualifying criteria stated in Section IV – Qualification and Evaluation

		Criteria.
	12.5	<p>a) Tenders submitted by a JVCA shall comply with the following requirements: the Tender shall include all the information listed pursuant to ITT 12.3 above for each joint venture partner;</p> <p>b) the Tender shall be signed so as to be legally binding on all partners;</p> <p>c) one of the partners will be nominated as being in charge, and this authorization shall be evidenced by uploading a Power of Attorney signed by legally authorized signatories of all the partners;</p> <p>d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;</p> <p>e) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and</p> <p>f) a copy of the joint venture agreement entered into by all partners shall be uploaded with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement shall be signed by all partners and uploaded with the Tender, together with a copy of the proposed Agreement; and</p> <p>g) the Tender Security as stated in accordance with ITT 18 [Tender Security], and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.</p> <p>h) Any exception to documents listed in (a) – (g) above unless stated in TDS.</p>
	12.6	Domestic Tenderers and joint ventures of domestic and foreign Tenderers applying for eligibility for a margin of preference in tender evaluation shall supply all information to satisfy the criteria for eligibility as described in ITT 32 [National Preferences].
13. Slices or Lots and Package	13.1	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 tendered as provided in Section IV -Qualification and Evaluation Criteria.
	13.2	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.
14. Form of Tender	14.1	The Tenderer shall fill the Form of Tender using the provided format and no substitute shall be accepted.
15. Tender Prices and Discounts	15.1	The tender price shall be for the whole Works, as described in ITT 1.1 [Scope of Tender], based on the price schedule submitted by the Tenderer.
	15.2	The Tenderer shall fill in rates and prices for all items of the Works described in the Statement of Requirements.
	15.3	All duties, taxes, and other levies payable by the Contractor under the Contract as provided under this clause, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices, and total Tender price submitted by the Tenderer. The following taxes shall be payable by contractor under this contract. the list of

		all duties, taxes, and other levies payable by the Contractor will be indicated in TDS .
	15.4	The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14 [Form of Tender]
	15.5	The rates and price quoted by the Tenderer shall be fixed unless stated in TDS and the Tenderer shall upload with the Tender all the information required in the Appendix to Tender-Schedule of Cost Indexation. The Tenderer shall be required to justify its proposed weighting. If the Price is Adjustable the PE should Ensure that they Provide the Information required in the Appendix to Tender-Schedule of Cost Indexation.
	15.6	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the Tender Price quoted by the Tenderer shall not exceed the budget fixed by PE as shown in TDS . Any Tenderer, whose Tender Price exceeds the provided budget, shall be rejected.
16. Tender Currencies and Payment	16.1	The unit rates and prices shall be quoted by the Tenderer in Tanzania Shillings or in foreign currencies or both. With respect to this tender, the applicable currency(ies) shall be as specified in TDS .
	16.2	The rates of exchange to be used by the Tenderer in arriving at the local currency shall be the selling rates for similar transactions established by the Bank of Tanzania (BoT) prevailing on the date 28 days prior to the latest deadline for submission of Tenders.
	16.3	If the Tenderer uses other rates of exchange, the provisions of ITT 30.1 [Conversion to Single Currency] shall apply. In any case, payments will be computed using the rates quoted in the Tender.
	16.4	Tenderers may be required by the PE to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum are reasonable and responsive to ITT 16.1 [Tender Currencies].
17. Tender Validity Period	17.1	Tenders shall remain valid for the period specified in TDS after the deadline for tender submission Specified in ITT 22 [Deadline for Submission of Tenders]. A tender valid for a shorter period shall be rejected by the PE as non-responsive.
	17.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the PE may request that the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made through NeST. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration.
	17.3	A Tenderer agreeing to the request for extension of Tender Validity Period will not be required or permitted to otherwise modify the 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 ITT 18 [Tender Security] in all respects.
18. Tender Security	18.1	The required type of security for Tender is specified in TDS Pursuant to ITT 11 [Documents Constituting the Tender], the Tenderer shall furnish as part of its Tender, a scanned Tender Security through NeST in a Form and in the amount and currency specified in TDS in the format provided in

		Section V-Tendering Forms.
	18.2	The Tender Security is required to protect the PE against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT 18.9 .
	18.3	<p>The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency, and it shall be in the form specified in TDS which shall be in any of the following:</p> <p>a) Unconditional 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 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; or</p> <p>b) An irrevocable letter of credit;</p> <p>c) A Cashier's or certified cheque;</p>
	18.4	The Tender Security shall be payable promptly upon written demand by the PE in case any of the conditions listed in ITT 18.9 are invoked.
	18.5	Any Tender not accompanied by a Tender Security in accordance with ITTs 18.1 or 18.3 [Tender Security] shall be rejected by the PE as non-responsive, pursuant to ITT 28 [Preliminary Examination of Tenders].
	18.6	<p>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 PE pursuant to ITT 41 [Signing of Contract]. The PE shall make no claim to the amount of the Tender security, and shall promptly return the Tender security document, after whichever of the following that occurs earliest:</p> <p>(a) the expiry of the Tender security;</p> <p>(b) the entry into force of a procurement contract and the provision of a security for the performance of the contract if such a security is required by the solicitation documents;</p> <p>(c) the rejection by the PE of all tenders;</p> <p>(d) the withdrawal of the Tender prior to the deadline for the submission of tenders, unless the solicitation documents stipulate that no such withdrawal is permitted.</p>
	18.7	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract, pursuant to ITT 40 [Notification of Award], and furnishing the performance security, pursuant to ITT 41 .
	18.8	The Tender Security of a JVCA shall be in the name of the JVCA that submits the Tender. If the JVCA has not been constituted into a legally enforceable JVCA , at the time of Tendering, the Tender Security shall be in the names of all future partners.
	18.9	<p>The Tender Security may be forfeited:</p> <p>a) if a Tenderer;</p> <p>i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender except as provided for in ITT 17.2 [Tender Validity Period]; or</p> <p>b) in the case of a successful Tenderer, if the Tenderer fails to:</p> <p>i) furnish performance security, and if required, the Environmental and</p>

		<p>Social (ES) Performance Security in accordance with ITT 41 [Performance Security]. The requirement for Environmental and Social (ES) Performance Security is indicated in TDS</p> <p>ii) sign the contract in accordance with ITT 42 [Signing of Contract].</p>
19. Alternative Tenders by Tenderers	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 employer's requirements. Alternatives if allowed will be indicated in TDS , and ITT 19.2 and 19.3 shall govern.
	19.2	When alternative times for completion are explicitly invited, a statement to that effect as the method of evaluating different schedules for completion.
	19.3	Technical alternatives are not allowed. If so allowed <i>as indicated in TDS</i> , 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 drawings and 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 breakdown of prices, proposed work methods 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.
	19.4	When alternative technical solutions are allowed under ITT 19.3 , Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in this clause, with method for their evaluating, as described in Section VI, Works Requirements. If so allowed, the technical solutions parts of the works will be specified in TDS .
20. Format and Signing of Tender	20.1	The Tenderer shall prepare documents constituting the Tender as described in ITT 11 [Documents Constituting the Tender].
	20.2	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the Tender indicating position of each signatories in accordance to the requirements of the NeST. The authorization document(s) shall be a duly notarized Power of Attorney in the format provided in Section V: Tendering Forms. <i>Other acceptable</i> authorization is listed in TDS
	20.3	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. Submission of Tenders	21.1	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. The tenderer shall properly name his soft copies of documents before submission through NeST.
	21.2	The Tender shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Tenderer may be verified with a follow-up due diligence process.
	21.3	Tenders submitted through NeST shall be received in full prior to the closing time, and the Tenderers shall receive an acknowledgement of receipt of tender or amendment through the system.
	21.4	Tenderers must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the Tender being unreadable for any reason, the Tender submitted shall not be considered.
22. Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through NeST not later than the date and time specified in the NeST.
	22.2	The PE may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering Documents in accordance with ITT 9 [Amendment of Tendering Documents], in which case all rights and obligations of the PE 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 be made not later than number of days indicated in TDS before the expiry of the original deadline.
23. Late tenders	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24. Modification, Substitution and Withdrawal of Tenders	24.1	A Tenderer may modify or substitute or withdraw its Tender after it has been submitted to the PE. Such modification or substitution or withdrawal should be made prior to the deadline for submission of Tenders. Tenderers shall receive an acknowledgement of receipt of any amendment of its submitted tender through the system.
	24.2	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.
	24.3	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 Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security pursuant to the ITT 18.9 [Tender Security].

E. OPENING AND EVALUATION OF TENDERS

25. Opening of Tenders	25.1	The opening shall be done automatically by the system after the deadline date and time. Read out prices shall be displayed automatically in the NeST portal. Automated opening report shall be sent to all involved parties including the PE and Tenderers.
	25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26. Confidentiality	26.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
	26.2	Any effort by a Tenderer to influence the PE's processing of Tenders or award decisions may result in the rejection of his Tender.
27. Clarification of Tenders	27.1	In order to assist in the examination, evaluation, and comparison of Tenders and post-qualifications of Tenderers, the PE may, at its discretion, ask any Tenderer for 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 shall be communicated through NeST and the Tenderers shall respond through NeST. 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 ITT 29 [Correction of Errors].
	27.3	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 Tender it should do so through NeST.
28. Preliminary Evaluation of Tenders	28.1	<p>Prior to the detailed evaluation of tenders, the PE will determine whether each Tender;</p> <ul style="list-style-type: none"> (a) meets the eligibility criteria defined in ITT 3 [Eligible Tenderer]; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tendering Documents. <p>The PE's 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, omission or reservation. A material deviation or reservation is one that: -</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the Works; b) limits in any substantial way, inconsistent with the Tendering Documents, the PE's rights or the Tenderer's obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders. <p>For the purpose of this section, the following definitions apply: "Deviation" is a departure from the requirements specified in the Tendering</p>

		<p>Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and</p> <p>“Omission” is the failure to submit part or all of the information or documentation required in the Tendering Document.</p>
	28.3	<p>The PE will confirm that the documents and information specified under ITT 11 [Documents Constituting the Tender], ITT 12 [Documents Establishing Eligibility and Qualification of the Tenderer], ITT 13 [Slices and Package] and ITT 14 [Form of Tender] have been provided in the Tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.</p>
	28.4	<p>The PE 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.</p>
	28.5	<p>Provided that a Tender is substantially responsive, the PE may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.</p>
	28.6	<p>Provided that a Tender is substantially responsive, the PE shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method specified in Section IV, Qualification and Evaluation Criteria.</p>
	28.7	<p>Material deviations to commercial terms and conditions, which justify rejection of a tender shall include the following:</p> <ul style="list-style-type: none"> a) failure to sign the Form of Tender and price schedules by the authorized person or persons; b) failure to satisfy eligibility requirements; c) failure to submit a tender security as specified in the Tendering documents; d) failure to satisfy the Tender validity period; e) inability to meet the critical delivery schedule or work schedule clearly specified in the Tendering documents, where such schedule is a crucial condition with which tenderers must comply; f) conditional tenders such as conditions in a tender which limit the Tenderer’s responsibility to accept an award; g) inability to accept the price adjustment formulae of the Tendering documents; h) stipulating price adjustment when fixed price tenders were invited; i) subcontracting in a substantially different amount or manner than that permitted; j) failure to submit major supporting documents required by the Tendering

		documents to determine substantial responsiveness of a tender
	28.8	<p>All tenders shall be checked for substantial responsiveness to the technical requirements of the Tendering documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a tender includes the following:</p> <p>a) failure to tender for the required scope of work as instructed in the Tendering documents and where failure to do so has been indicated as unacceptable;</p> <p>b) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended.</p> <p>c) Presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical or service factor</p> <p>If a Tender is not substantially responsive to the requirements of the Tendering Documents, it shall be rejected by the PE and may not subsequently be made responsive by correction of the non-conformity.</p>
29. Conversion to Single Currency	29.1	To facilitate evaluation and comparison, the PE will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania twenty eight (28) days prior to the date specified for opening of tenders.
	29.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation and comparison, along with the source and date of the exchange rate, are specified in the TDS .
30. Detailed Evaluation and Comparison of Tenders	30.1	The PE shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 28 [Preliminary Examination of Tenders].
	30.2	<p>In evaluating the Tenders, the PE will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: -</p> <p>a) making appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITT 19 [Alternative Tenders by Tenderers]; making an allowance for varying times of completion offered by Tenderers, Tender price may be adjusted by making an allowance for varying times of completion unless otherwise specified in TDS</p> <p>b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT 24.4 [Modification and Withdrawal of Tenders]; and</p> <p>c) applying any discounts offered by the Tenderer for the award of more than one Contract, if tendering for this Contract is being done concurrently with other contracts (ITT 31.5); and</p> <p>d) the additional evaluation factors are specified in Section IV (Qualification and Evaluation Criteria).</p>
	30.3	The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tendering Documents or otherwise result in unsolicited benefits for the PE will not be taken into

		account in Tender evaluation.
	30.4	The estimated effect of any price adjustment provisions of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.
	30.5	In the case of several Lots, pursuant to ITT 31.2(f), the PE will determine the application of discounts so as to minimize the combined cost of all the lots.
	30.6	If this Tendering Document allows Tenderers to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Form of Tender, is specified in Section IV. Qualification and Evaluation Criteria.
	30.7	<p>If the Tender, which results in the lowest Evaluated Tender Price, is unbalanced or front loaded in relation to the Predetermined Tender Value of the items of work to be performed under the Contract, the PE may require the Tenderer to produce detailed price analysis for any or all items of the price schedule, to demonstrate the internal consistency of those prices with the works methods and schedule proposed.</p> <p>After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the PE may:</p> <ul style="list-style-type: none"> a) Accept the Tender; or b) require that the amount of the performance security set forth in ITT 41 be increased at the expense of the Tenderer, to a level not exceeding twenty percent (20%) of the tender Price; or c) Reject the Tender.
31. National Preferences	31.1	Margin of preference for local firms shall be indicated in TDS if the margin of preference applies, works utilizing this Standard Tendering Document shall provide Local Contractors with margin of preference in tender evaluation.
	31.2	Local contractors shall, in order to be considered for margin of preference, be registered in accordance with Procurement Act, Cap 410.
	31.3	The PE shall, in applying margin of preference, shall be guided by Procurement Act, Cap 410 to determine whether or not tenderers are qualified for margin preference.
	31.4	A JVCA between a foreign and local firm shall also be eligible to participate in the exclusive preference scheme in accordance with Procurement Act, Cap 410.
	31.5	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of ITT 19 [Alternative Tenders], and shall be subject to the margin of preference in accordance Section IV- Qualification and Evaluation Criteria.
32. Subcontractors	32.1	Sub-contracting is not allowed, unless otherwise stated in TDS at the percentage of works indicated in TDS .
	32.2	In case of Pre-qualification, the Tenderer's Tender shall name the same specialized subcontractor as submitted in the pre-qualification application and approved by the PE.
	32.3	In case of Post qualification, the PE may permit subcontracting for certain

		specialized works as indicated in Section IV- Qualification and Evaluation Criteria. When subcontracting is permitted by the PE, the specialized sub-contractor's experience shall be considered for evaluation. Section IV- Qualification and Evaluation Criteria describes the qualification criteria for sub-contractors.
	32.4	Tenderers may propose subcontracting up to a certain percentage of the total value of contracts or the volume of works indicated in TDS .
33. Determination of Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.
	33.2	In the case of National, International and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the price of the Lowest Evaluated Tender exceeds the provided budget, it shall be rejected.
34. Post-qualification of Tenderer	34.1	If pre-qualification was undertaken, the PE shall conduct partial post-qualification to verify pre-qualification information.
	34.2	<p>Where the Tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the Tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract.</p> <p>(b) Before rejecting an abnormally low tender the PE shall: request the Tenderer an explanation of the Tender or of those parts which it considers contribute to the Tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the Tender or parts of the Tender being abnormal.</p> <p>(c) The decision of the PE to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Tenderer concerned.</p> <p>(d) The PE shall not incur liability solely by rejecting abnormally low tender.</p> <p>Abnormally low tender” means, in the light of the PE’s estimate and of all the Tenders submitted, the Tender appears to be abnormally low by not providing a margin for normal levels of profit.</p>
	34.3	The PE will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender either continues to meet (if pre-qualification applies) or meets (if post qualification applies) the qualifying criteria specified in Section IV, Qualification and Evaluation Criteria.
	34.4	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 ITT 12.3 [Documents Establishing Eligibility and Qualifications of the Tenderer], 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.
	34.5	A PE may seek independent references of a Tenderer and the results of reference checks may be used in determining award of contract.
	34.6	In case of a foreign company, a PE shall seek independent reference of legal existence of a Tenderer from Tanzania diplomatic missions abroad or from any other reliable source.
	34.7	An affirmative determination will be a prerequisite for award of the Contract to the lowest evaluated 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 Tenderer to make a similar determination of that Tenderer's capabilities to perform contract satisfactorily.
35. Post-qualification of Tenderer	35.1	If pre-qualification was not undertaken, post-qualification shall be performed as indicated in the TDS .
	35.2	Where the Tender price of the lowest evaluate Tenderer is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply: (a) The PE may reject a tender if the PE has determined that the price in combination with other constituent elements of the Tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the PE as to the ability of the Tenderer that presented that tender to perform the contract. (d) The PE shall not incur liability solely by rejecting abnormally low tender.
		This provision is not applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.

F. AWARD OF CONTRACT

36. Criteria of Award	36.1	Subject to ITT 35 [Post-qualification of Tenderer] and 37 [Negotiations], 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 lowest Evaluated Tender Price, provided that such Tenderer has been determined to be - (a) eligible in accordance with the provisions of ITT 3 [Eligible Tenderers], and (b) is determined to be qualified to perform the Contract satisfactorily, (c) Successful negotiations have been concluded.
	36.2	If, pursuant to ITT 13.1 [Slice and Package], 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. Negotiations	37.1	Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas: (a) a minor alteration to the technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents; (c) a minor amendment to the conditions of Contract; (d) finalizing payment arrangements; (e) mobilization arrangements; (f) agreeing final delivery or work schedule to accommodate any changes required by the PE; (g) the methodology or staffing; (h) Clarifying details that were not apparent or could not be finalized at the time of tendering; or (i) Reduction of Tender Price to match the PEs Estimate, and commensurate with the market prices and provided such reduction shall not make the tender abnormally low in accordance ITT.
	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. PE Right to Accept any Tender and to Reject any or all Tenders	38.1	Notwithstanding ITT 36 [Criteria of Award], the PE reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers.
	38.2	Notice of the rejection of all Tenders shall be given promptly to all Contractors that have submitted Tenders through NeST.
	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. PE Right to Vary	39.1	The PE reserves the right at the time of Contract award to increase or

Quantities at the Time of Award		decrease the scope of works or related services originally specified in these Tendering Documents (Statement of Requirements) provided this does not exceed by the percentage indicated in the TDS , without any change in unit price or other terms and conditions of the Tender.
40. Notification of Award	40.1	<p>Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract in the format provided in Section V [Tendering Forms], The notice shall be issued through NeST to all Tenderers who participated in the Tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.</p> <p>The condition shall not apply where only one Tender has been received by PE in competitive method or where single source, national shopping, Minor value procurement method has been used.</p>
	40.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified through NeST of the award by the PE prior to expiration of the Tender validity period. The Letter of Acceptance will state the sum that the PE 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 be part of the documents forming the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT 41 [Performance Security] and signing the Contract in accordance with ITT 42.2 [Signing of Contract].
41. Performance Security	41.1	Within Twenty-Eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the PE a Performance Security in the amount and in the form stipulated in the TDS and the SCC , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	41.2	<p>If the Performance Security is provided by the successful Tenderer, it shall be in the form specified in the TDS which shall be in any of the following</p> <p>(a) cash, certified cheque, cashier 's or manager's cheque, or bank draft;</p> <p>(b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;</p> <p>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a bonded by a local bank ;</p> <p>or</p> <p>(d) Surety bond issued by any reputable surety or insurance company.</p> <p>Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	41.3	Failure of the successful Tenderer to comply with the requirement of ITT 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the PE may make the award to the next lowest evaluated Tenderer or call for new

		Tenders.
42. Signing of Contract	42.1	Promptly after notification of award, PE shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Within fourteen (14) working days after furnishing the performance security, the successful Tenderer and the PE shall sign the contract.
	42.3	Upon both parties signing the Agreement, the PE will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the unsuccessful Tenderers pursuant to ITT 18.7 [Tender Security or Tender Securing Declaration].
43. Advance Payment	43.1	The PE may provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the TDS .
	43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section XI.
	43.3	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 work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the PE's —Notice to Commence as specified in the Contract.
44. Dispute Avoidance and Resolution Board	44. 1	<p>If Sole Member is to be appointed to be DARB, the PE proposes the person named in the TDS to be appointed as Sole Member of Dispute Avoidance and Resolution Board (DARB) under the Contract. 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 Sole Member of DARB, the Adjudicator shall be appointed by the Appointing Authority named in the TDS and designated in the Special Conditions of Contract at the request of either party OR If three Members are to be appointed to be DARB, the PE proposes three names shown in the TDS, and whose CVs are Appended, to be members of Dispute Avoidance and Resolution Board. The Tenderer, shall in his Form of Tender, propose three names as well. If the names are not agreed, the Appointing Authority named in the TDS shall be consulted to appoint members of Dispute Avoidance and Resolution Board.</p> <p><i>For Large Contracts it may be desirable to use Dispute Avoidance and Resolution Board instead of an Adjudicator</i></p>
45. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices	45.1	<p>The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers/Suppliers/Contractors 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. corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>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;</p> <p>iii) 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;</p> <p>iv) obstructive practice means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, coercive, collusive, fraudulent or obstructive practices in competing for the contract;</p> <p>c) In pursuit of the policy defined in ITT 45.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, coercive, collusive, fraudulent or obstructive practices were engaged in by representatives of the PE or approving authority or of a beneficiary of the funds during the procurement or the execution of that contract, without the PE 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) 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, coercive, collusive, fraudulent or obstructive practices in competing for, or in executing, a public – financed contract</p>
	45.2	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, coercive, collusive, fraudulent or obstructive practices, 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.
	45.3	The Government of the United Republic of Tanzania will have the right to require that, in contract financed by the Government of the United Republic of Tanzania a provision be included requiring suppliers and contractors to permit the Government of the United Republic of Tanzania to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Government of the United Republic of Tanzania.
	45.4	Any communications between the Tenderer and the PE related to matters of alleged corruption, coercion, collusion, fraudulent or obstruction practices must be made through NeST or in writing where

		electronic facilities are not available.
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G. REVIEW OF PROCUREMENT DECISIONS

46. Right to review	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 PE or an approving authority in the course of these procurement proceeding may seek a review in accordance with the procedure set out under this Section.
47. Time limit on review	47.2	The Tenderer shall submit an application for review within Seven (7) working days of the Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48. Submission of applications for review	48.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA).
	48.2	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy served to delegated Accounting Officer and PPRA.
	48.3	The application for administrative review shall include: a) details of the procurement requirements to which the complaint relates; b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; 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; d) documentary or other evidence supporting the complaint where available; e) remedies sought; and e) any other information relevant to the complaint
	48.3	The Accounting Officer (AO) of a PE shall not entertain a complaint or dispute or continue to do so after the procurement Contract has entered into force.
49. Decision by the AO of PE	49.1	The AO of a PE shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision through NeST that shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	49.2	Where the AO of PE does not issue a decision within the time specified in ITT 49.1 , the Tenderer submitting the complaint or dispute or the PE shall be entitled to institute proceedings under ITT 50.1 [Review by the Public Procurement Appeals Authority (PPAA)] within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the of AO a PE to entertain the complaint or dispute shall cease.
50. Review by the Public Procurement Appeals Authority	50.1	Complaints or disputes which, (a) are not settled within the specified period under ITT 49.1 [Decision by the AO of PE]; (b) the Tenderer is not satisfied with the decision of the accounting officer; or

		<p>(c) arise after the procurement contract has entered into force pursuant to ITT 42 [Signing of Contract], shall be referred to the Appeals Authority within seven (7) working days from the date when the Tenderer received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITT 49.1 [Decision by the AO of PE] or when the Tenderer become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITT 47.1 [Time Limit on Review].</p> <p>The Appeals Authority shall, within forty-five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.</p> <p>The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.</p>
	50.2	PPAA may be contacted at the address shown in the TDS .

SECTION III: TENDER DATA SHEET (TDS)

TENDER DATA SHEET (TDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict between ITT and Tender Data Sheet (TDS), the provisions of TDS shall prevail over those in ITT.

A. Introduction

TDS No	Required Information/Data	ITT Clause	Information/Data to be filled by the PE
1	Name of the PE	1.1 & 1.2	TANZANIA PETROLEUM DEVELOPMENT CORPORATION.
2	Name of the project	1.2 & 2.1	Acquisition of 780 Sq.km of 3D Seismic Data in Lindi-Mtwara Block.
3	Expected Completion Period	1.2	540 days.
4	Tendering Method	1.2	International Competitive Tendering.
5	Financial year	2.1	2024/2025
6	Financing Institution	2.1 & 2.2	Not Applicable.
7	The Loan /Credit Number	2.1	Not Applicable.
8	Tender Description	2.1	Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block
9	Members of JVCA and Limit of numbers of JVCA	3.1	Maximum number of members of JVCA shall be: Two.
10	Eligibility of Tenderers	3.5	Only Tenderers registered for carrying out acquisition of 2D/3D Seismic Data
11	Site Visit and Pre-tender Meeting	6.4	Site Visit will be held at Interested eligible tenderers are encouraged to attend the site visit. Tenderers are required to assemble at Mtwara region commissioner office before departing to site locations in Mtwara and Lindi regions. All costs associated with the site visits shall be borne by the tenderers. For any inquires, tenderers are advised to contact telephone numbers: 0787 228 916 and 0784 887 858. on 24/04/2025 from 09:00 Hours Local Time.
12	Pre-tender Meeting	6.4	Pre-tender meeting will not take place.

B. Preparation of Tenders

13	Language of the Tender	10.1	Language of Tender and all correspondence shall be English.
14	Other required documents	11.1(h)	Additional documents: Not Applicable
15	Information to be submitted by JVCA	12.5(h)	Extra information to be submitted by the JVCA other than the information required: In the case of a Joint Venture, Consortium, or Association (JVCA), the tenderers shall submit a signed agreement by all parties. All parties shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member, who shall have the authority to conduct all business for and on behalf of all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Tender from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the PE. Tenders submitted by a JVCA shall comply with the requirements provided in the tendering document.
16	Duties and taxes to be paid by the contractor	15.3	List down all duties, taxes, and other levies payable by the Contractor under the Contract: All applicable duties and taxes shall be paid by the Contractor. All applicable duties and taxes shall be paid by the Contractor.
17	Price Adjustment	15.5	The price shall be Fixed Fixed
18	Fixed Budget Tender	15.6	Not Applicable
19	Currency of the Tender	16.1	The currency in which the prices shall be quoted shall be The Tanzanian Shilling.
20	Tender Validity Period	17.1	The Tender validity period shall be 120 days.
21	Form of Tender Security	18.1 & 18.3	Tender Security shall be in the form of: Tender Security - Insurance Bond. The amount of Tender security is 2,600,000,000.00. The currency of Tender security is The Tanzanian Shilling. Tender Security - Insurance Bond. The amount of Tender security is 2,600,000,000.00. The currency of Tender security is The Tanzanian Shilling.
22	Alternative tenders	19.1, 19.2, 19.3 & 19.4	Alternative Tenders are: Not Applicable. Not Applicable. Not Applicable.
23	Authorization to Sign on Behalf of the Tenderer	20.2	Written confirmation of authorization to sign on behalf of the Tenderer is: Notarized Power of Attorney

C.Submission of Tenders

24	Extension of Deadline for Submission of Tenders	22.3	The extension of the deadline for submission of Tenders shall be made not later than 5 days before the expiry of the original deadline.
25	Currency for Converting Tender Prices	29.2	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing 28 days before tender opening. Currency for Tender Conversion: The Tanzanian Shilling.
26	Adjustment of Tender Price for Allowance for Varying Times of Completion	30.2 (a)	FIXED.

D. Opening and Evaluation of Tenders

27	Domestic Preference	31.1	Preference Scheme Type is Not Applicable
28	Sub-Contracting Arrangements	32.1 & 32.4	Not Applicable.
29	Post qualification performance	35.1	Post Qualification will be undertaken.

E. Award of Contract

30	The percentage for Increase and Decrease for Quantities	39.1	The percentage for Increase and Decrease for Quantities will be 15 Percent.
31	Performance security	41.1	Performance Security - Bank Guarantee of 10 Percent of Contract Price.
32	Environmental and Social Performance Security	41.1 and 18.9(b)	Environmental and Social Performance Security type will be ES Performance Security Bank Guarantee of 0 percent of the contract price.
33	Advance Payment	43.1	Not Applicable.
34	Appointment of Members of the Dispute Avoidance and Resolution Board	44.1	<p>Dispute Avoidance and Resolution Board shall be composed of: Sole DARB.</p> <p>The proposed Appointing Authority for the Dispute Avoidance and Resolution Board appointment is The proposed Appointing Authority for the Dispute Avoidance and Resolution Board appointment is National Construction Council (NCC)..</p>

F. Right to Review

35	Address to Submit an Appeal to PPAA	50.2	The address for Appeal to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete Road P.O. Box 1385, Dodoma Tanzania Telephone +255 26 2962411 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz
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SECTION IV: QUALIFICATION AND EVALUATION CRITERIA

QUALIFICATION AND EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

Litigation History (SCORE: N/A)

Tenderers are required to provide litigation records resulting from contracts completed or ongoing under their execution (In case of Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements and Each Member – Must Meet requirements).

Litigation History Start Year	2022-01-01
Litigation History End Year	2025-03-31

Completion Period (SCORE: N/A)

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	540
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2. Standard Tender Forms

Notarized Special Power of Attorney (SCORE: N/A)

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

3. Financial Situation and Performance

Financial Statement (SCORE: N/A)

The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the period stated shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

Financial Statement Start Date	2021-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	N/A
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	N/A
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	N/A

Average Annual Turnover (SCORE: N/A)

Average Annual Turnover of the mentioned amount, calculated as total certified payments received for contracts in progress and/or completed within the mentioned duration. (In case of Joint Venture, compliance requirements are: All Parties Combined – Must Meet requirements, Each Member – Must Meet percentage requirements and if One Member – Must Meet percentage requirements stated).

Average Annual Turnover Amount in TZS or any other freely convertible currency	30000000000
Turnover Start Date	2021-01-01
Turnover End Date	2023-12-31

Access to Financial Resources (Sources of Fund) (SCORE: N/A)

Tenderers are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements).

Average fund amount from all sources (any freely convertible currency proposed by bidder)	23000000000
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Technical Evaluation

1. Experience

Overall Company Experience (Oil and Gas) (SCORE: 25)

Contractor is required to provide details of the Company's General Experience, reputation and details of previous similar assignment.

Company's General Experience (48 %)

Start Year for Firm's General Experience in assignments	2015-01-01
End Year for Firm's General Experience in assignments	2025-03-31
Minimum number of general assignments	1
Minimum amount for general assignments (TZS)	8000000000

Experience in Previous Similar Assignment (40 %)

Title of Specialization area or Similar Projects and Conditions	Minimum number of similar projects	Minimum amount for similar projects (TZS)	Start Year for Experience in Similar Projects and Conditions	End Year for Experience in Similar Projects and Conditions
The CONTRACTOR shall have proven expertise, technical capacity, and financial means to undertake the required work in an efficient manner. International companies must demonstrate a strategy to incorporate local goods, services and labour wherever possible as a priority; in particular, demonstrate the ability to team up with Local expertise per the Petroleum Act 2015, and the Local Content Regulations 2017. For, Tanzanian companies must be dully registered with all relevant authorities together with being registered in the Local Suppliers and Service Providers (LSSP) database. Contractor must attach	1	10000000000	2010-01-01	2025-03-31

LOCAL CONTENT PLAN under this criteria. Failure to submit shall constitute outright disqualification of the tender.				
Bidder experience in the field of 2D or 3D Onshore Seismic Data Acquisition for the last 20 years with a minimum value equivalent to TZS 8 Billion Each.	10	8000000000	2005-01-01	2025-03-31
Experience of the bidder in conducting similar work in related basin/environment for the latest 10 Years with a Minimum value equivalent to TZS 8 Billion Each.	1	8000000000	2015-01-01	2025-03-31

Reputation (Organization Background and Structure) (12 %)

Reputation	Bidders shall submit Contractor's profile demonstrating any recognized reputation toward the performance.
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2. Key Personnel

Qualification of Key Personnel (Oil and Gas) (SCORE: 25)

Contractor has to provide details showing the qualifications of key personnel available for the assignment based on the qualification criteria in the statement of requirements.

Adequacy for the Project (40 %)

Required Similar Assignments	Minimum Number of Similar Assignments	Relevant Training Required
Two (2) Geophysicists /Related field - Experience and capability of 2D or 3D Onshore Seismic Data acquisition in at least three (3) projects	3	N/A
Two (2) Geophysicists /Related Professional - Experience and capability of Seismic data, QC and Pre-processing of 2D or 3D Onshore Data (at least three (3) projects) for on-field Data Pre-processing by Pre-Stack Time Migration (Pre-STM)	3	N/A
Senior Security In charge - Minimum experience of supervising security issues at least 2 Projects of Similar Nature	2	N/A
Chief Mechanic - Minimum experience of supervising equipment in the field at least 5 Projects in 2D or 3D Seismic data acquisition	5	N/A
Chief Driller - Minimum experience of supervising drilling activities in at least 5 Projects in 2D or 3D Seismic data acquisition	5	N/A
Senior Observer - Minimum experience of supervising at least 5 Projects in 2D or 3D Seismic data acquisition.	5	N/A
Senior HSE Manager - Minimum experience of supervising HSE tasks in at least 5 Projects in 2D or 3D Seismic data acquisition	5	N/A
Medic(s) and/or Medical Doctor - Minimum experience of attending field patients in at least 2 Projects of Similar Nature	2	N/A
Chief Surveyor - Minimum experience of supervising at least 5 Projects	5	N/A

in 2D or 3D Seismic data acquisition.		
Party Manager/Chief - Minimum experience of supervising at least 5 Projects in 2D or 3D Seismic data acquisition.	5	N/A

General Qualifications (40 %)

Title of professional staff required	Minimum required Education level	Specialized Education	Age of the Key Personnel	Required Similar Assignments	Professional Experience and Status
Two (2) Geophysicists /Related field Note: The essence of two Geophysicists is to ensure that at all times during the project implementation there shall be at least one Geophysicist on site.	At least a Bachelor Degree of Science in Geophysics or related field.	N/A	30	Experience and capability of 2D or 3D Onshore Seismic Data Acquisition in at least three (3) projects. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	N/A
Chief Mechanic	At least a Diploma in Mechanical/Electronics Engineering or related field	N/A	30	Minimum experience of supervising equipment in the field at least 5 Projects in 2D or 3D Seismic data acquisition. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the	N/A

				work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	
Party Manager/Chief	At least a Bachelor Degree of Science in Geoscience or related field	N/A	35	Minimum experience of supervising at least 5 Projects in 2D or 3D Seismic data acquisition. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	N/A
Chief Driller (The personnel should preferably be a Tanzanian)	At least Diploma or equivalent qualification in Drilling Engineering or related field	N/A	30	Minimum experience of supervising drilling activities in at least 5 Projects in 2D or 3D Seismic data acquisition. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates	N/A

				indicating years of professional experience and level of education.	
Chief Surveyor	At least Bachelor Degree of Science in Land Survey and Mapping or Geomatics or related field	N/A	30	Minimum experience of supervising at least 5 Projects in 2D or 3D Seismic data acquisition. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	N/A
Senior Observer	At least a Diploma in geoscience/Engineering or related field	N/A	30	Minimum experience of supervising at least 5 Projects in 2D or 3D Seismic data acquisition. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	N/A
Two (2)	At least a Bachelor	N/A	30	Experience and capability	N/A

Geophysicists /Related Professional Note: The essence of two Geophysicists is to ensure that at all times during the project implementation there shall be at least one Geophysicist on site.	Degree of Science in Geophysics or related field.			of Seismic data, QC and Pre-processing of 2D or 3D Onshore Data (at least three (3) projects) for on-field Data Pre-processing by Pre-Stack Time Migration (Pre-STM). All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	
Senior Security In charge (The personnel should preferably be a Tanzanian)	Senior Security In charge	N/A	30	Minimum experience of supervising security issues at least 2 Projects of Similar Nature. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	N/A
Medic(s) and/or Medical Doctor. (The personnel should preferably	Bachelor Degree in Medicine or related field	N/A	30	Minimum experience of attending field patients in at least 2 Projects of Similar Nature. All	N/A

be a Tanzanian)				technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	
Senior HSE Manager (The personnel should preferably be a Tanzanian)	Bachelor Degree in Environmental Science/Health or related field	N/A	30	Minimum experience of supervising HSE tasks in at least 5 Projects in 2D or 3D Seismic data acquisition. All technical key personnel who will be involved in the management and supervision of this contract shall have a minimum of ten (10) years of experience in their respective field of expertise. The CONTRACTOR shall verify that has experienced and qualified key personnel required to meet the objectives of the work. Also, the CONTRACTOR shall attach detailed CVs and necessary certificates indicating years of professional experience and level of education.	N/A

Language (20 %)

Language Capabilities of the Key Experts	English
Nationality of Key Experts	All eligible countries

3. Preference Schemes

Participation by National Experts (SCORE: 10)

Foreign firms are required to demonstrate mandatory inclusion of local experts.

PE to allocate percentage of Participation by National Experts by 50% or above	N/A
PE to allocate percentage of Participation by National Experts between 25% - 49%	N/A
PE to allocate percentage of Participation by National Experts between 1% - 24%	20
PE to allocate percentage of Participation by National Experts by 0%	N/A

Local Firm Participation (Oil and Gas) (SCORE: 10)

Foreign firms are required to demonstrate mandatory inclusion of local firms.

4. Technical Submission

Health, Safety and Environmental Plan (Oil and Gas) (SCORE: 5)

Contractor has to provide details of the Health, Safety and Environment Management plan.

Mobilization Schedule (Oil and Gas) (SCORE: 5)

Contractor has to provide a mobilization schedule based on the requirements provided in the statement of requirements.

Imaging capability (SCORE: 5)

Contractor has to demonstrate imaging capability.

Survey Execution Plan (SCORE: 15)

Contractor has to provide a survey execution plan describing methodology, planning, implementation, monitoring, and control during project execution, as well as the schedule of work.

Financial Evaluation

1. Priced Bills of Quantities

Priced Bill of Quantities (SCORE: N/A)

Tenderers are required to quote each item in the Bills of Quantities as per procuring entity's requirements.

SECTION V: TENDERING FORMS

1. Form of Tender

(This form will be available in the system during tender submission)

2. Bills of Quantities

(Format for BoQ submission is available in the system during tender submission)

3. Special Power of Attorney

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

4. Tender Security (Bank Guarantee) or Tender Security (Tender Bond)
(Form is available in the system during tender submission)

5. Financial Situation and Performance

(Tenderers are required to fill and update information concerning their financial situation and performance in their profile to enable submission of the same during tender application).

SECTION VI: ELIGIBLE COUNTRIES

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of the United Republic of Tanzania prohibits commercial relations with that country, provided that the Government of the United Republic of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the United Republic of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

SECTION VII: WORKS REQUIREMENTS

SCOPE OF WORK ATTACHMENTS (SPECIFICATIONS AND DRAWINGS)

Tender Number: TR24/2024/2025/W/07

List of related files, including specifications, drawings, etc.

LOT NO. TR24/2024/2025/W/07

Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block

S/N	Description	File Name	Attachment Type	Download Link
1	STATEMENT OF WORK FOR 780 SQKM 3D SEISMIC ACQUISITION IN LINDI & MTWARA BLOCK	STATEMENT OF WORK FOR 780 SQKM 3D SEISMIC ACQUISITION IN LINDI & MTWARA BLOCK.pdf	Other	Download

BILLS OF QUANTITIES

Lot Description: Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block

Code/SN	Description	Unit of Measure	Quantity	Unit Rate	Total
Acquisition of 780 sq.km of 3D Seismic Data in Lindi-Mtwara Block					
B	Onshore/Offshore 3D Seismic Survey				
1	3D Seismic Onshore Recording Equipment (Source&Receiver)				
1	3D Seismic Onshore Recording Equipment (Source&Receiver)	Per Square Km	712.31		
2	3D Seismic Transition zone to Shallow water Recording Equipment (Source&Receiver)				
2	3D Seismic Transition zone to Shallow water Recording Equipment (Source&Receiver)	Per Square Km	43.40		
3	3D Seismic Offshore Recording Equipment (Source&Receiver)				
3	3D Seismic Offshore Recording Equipment (Source&Receiver)	Per Square Km	24.29		
5	Mobilization and Demobilization				
5	Mobilization and Demobilization	Lumpsum	1.00		
Summary					
B Onshore/Offshore 3D Seismic Survey					0.00
A. Total of Bills					0.00
B. Less Specified Provisional Sum					
C. SUB TOTAL [(A) - (B)]					0.00
D. ADD Provisional Sum of Physical Contingency					0.00
E. SUB TOTAL [(C) + (D)]					0.00
F. ADD Provisional Sum of Variation of Prices					0.00
G. Sub Total [(E) + (F)]					0.00
H. ADD Value Added Tax (VAT) [18% of G]					0.00
I. Bid Price [(A) + (D) +(F) + (H)] Carried to the Form of Tender					0.00

SECTION VIII: CONTRACT FORMS

This Section contains forms which, once completed and submitted, will form part of the Contract. The forms for Performance Security or Securing Declaration shall be completed and submitted by the successful Tenderer before signing of the contract, and when advance payment is required, Advance Payment Security shall be completed and submitted after contract signature. The Section also contains the Letter of Intention to Award the Contract, which shall not form part of the contract.

THE UNITED REPUBLIC OF TANZANIA
(PE NAME)

NOTICE OF INTENTION TO AWARD A CONTRACT

Ref: (REFERENCE_NUMBER)

To: (CONTRACTOR'S/SUPPLIER'S NAME AND ADDRESS)

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT FOR (TENDER NUMBER) FOR
(TENDER_DESCRIPTION)**

Reference is made to the above subject matter.

The submitted tenders were evaluated according to the criteria stated in the tender documents. In accordance with the requirements of Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s (NAME OF TENDERER] for a contract price of (CONTRACT AMOUNT) for a completion period/delivery period of (COMPLETION OR DELIVERY DURATION).

Your tender was not considered for award of the contract due to (REASONS FOR NON RESPONSIVENESS).

Be informed that, you have five (5) calendar days from the date of this letter, within which to submit for administrative review any complaints you may have regarding this award decision and/or circumstances surrounding the non responsiveness of your tender. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to (TITLE OF ACCOUNTING OFFICER) through NeST.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

(AUTHORIZED SIGNATURE)

(NAME OF SIGNATORY)

(TITLE OF ACCOUNTING OFFICER)

THE UNITED REPUBLIC OF TANZANIA
TANZANIA PETROLEUM DEVELOPMENT CORPORATION

LETTER OF ACCEPTANCE

[NOTIFICATION_DATE]

To: [CONTRACTOR'S NAME AND ADDRESS]

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. [TENDER_NUMBER] FOR
[TENDER_DESCRIPTION]

This is to notify you that, your tender dated (TENDER DATE) for execution of contract number (CONTRACT NUMBER) for [CONTRACT_DESCRIPTION] for the accepted contract amount of (CONTRACT AMOUNT), as modified in accordance with the Instructions to Tenderers is hereby accepted.

In the case of Sole member of Dispute Avoidance and Resolution Board

(a) We accept that [NAME OF ACCEPTED SOLE DARB MEMBER] be appointed as Sole Member of Dispute Avoidance and Resolution Board

OR

(b) We do not accept that [NAME OF REJECTED SOLE DARB MEMBER] be appointed as Sole Member of Dispute Avoidance and Resolution Board, and by sending a copy of this letter of acceptance to [DARB_APPOINTING_AUTHORITY], we are hereby requesting [DARB APPOINTING AUTHORITY] to appoint [DARB MEMBERS PROPOSED BY EMPLOYER] as the Sole Member of Dispute Avoidance and Resolution Board in accordance with Clause 44.1 of the Instructions to Tenderers.

In the case of Three Members of Dispute Avoidance and Resolution Board

(a) We accept that [LIST OF ACCEPTED THREE DARB_MEMBERS] be appointed as Members of Dispute Avoidance and Resolution Board

OR

(b) We do not accept that [LIST OF REJECTED THREE DARB MEMBERS] be appointed as Members of Dispute Avoidance and Resolution Board, and by sending a copy of this letter of acceptance we are hereby requesting [DARB_APPOINTING_AUTHORITY] to appoint [DARB_MEMBERS_PROPOSED_BY_EMPLOYER] as the Members of Dispute Avoidance and Resolution Board in accordance with Clause 44.1 of the Instructions to Tenderers. You are requested to furnish the Performance Security and an Environmental and Social (ES) Performance Security [Delete ES Performance Security if it is not required under the contract] within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form,[Delete reference to the ES Performance Security Form if it is not required under the contract] included in the Tendering Documents under Section with Contract Forms.

[AUTHORIZED SIGNATURE]

{NAME OF SIGNATORY}

[TITLE OF ACCOUNTING OFFICER]

[PE NAME]

Attachment: Draft Contract

Cc: PPRA

CAG

Office of Attorney General

IAG

TRA

Adjudicator's Appointing Authority (where applicable).

PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

[The **bank/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (herein after called "the Contractor") has been awarded Contract No. *[insert reference number of the Contract]* dated *[insert date]* with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number]* day of *[insert month]*, *[insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s) of an authorized representative(s) of the Bank]

[seal of the Bank]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

PERFORMANCE BOND

[The Surety/successful Tenderer providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (herein after 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 Obligee (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 or Tenders 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]*

ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: _ *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(), ¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social, (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... ², and any demand for payment under it must be received by us at this office indicated above on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in CC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

BANK GUARANTEE FOR ADVANCE PAYMENT

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has been awarded Contract No. *[reference number of the contract]* dated _____ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* () *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ____ day of _____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

FORM OF CONTRACT

This Contract is made on the [day of month] day of [insert a month],[insert a year] between [insert name and address of Client (hereinafter called the "Client")] of the one part, and [insert name and address of Contractor] (hereinafter called the "Contractor") of the other part.

[Note: In the text below, text in brackets is optional; all notes should be deleted in final text. If the Contractor consists of more than one Entity, the above should be partially amended to read as follows:]

"[insert the name of "PE"] (hereinafter called "the Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, *[insert of name of entity]* and *[insert name of entity]* and *[etc.]* (hereinafter called "the Contractor") each of which shall be jointly and severally liable to the Employer for all the Contractor's obligations under this Contract.

WHEREAS:

1. the Client is empowered under the Petroleum Act, No. 21 of 2015 and the Government Notice No. 140 of 1969 among others to explore and produce petroleum; carry out standard activities of an oil Client including distribution and storage facilities; contract, hold equity or participate in oil concessions, franchise and licenses; and enter into agreements with any person or agency for the performance or provision by that person or agency of any service including storage of petroleum products that may be provided by the Service Provider in Dar es Salaam.
2. the Client has requested the Contractor to undertake certain works as defined in this Contract(hereinafter called the "Works");
3. the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to undertake the Works on the terms and conditions set forth in this Contract.

NOW THEREFORE in consideration of the conditions and covenants hereinafter contained, the Parties agree as follows:

Article No.	Sub Article No.	Sub Article Description
Article 1: Definitions	1.0. Definition of key terms	The following terms, if capitalized as indicated, shall have the following meanings in this Contract:
	1.1	"Affiliate" means any Person which controls, or is controlled by, or which is controlled by an entity which controls, another Person. In this Article 1.1, "control" means the ownership directly or indirectly of fifty, one (51) percent or more of the voting rights in a Person.
	1.2	"Business Day" means a day on which the banks in the United Republic of Tanzania are customarily open for business.
	1.3	"Change Order" means a written communication as provided in Article 12.
	1.4	"Claim(s)" shall, unless specifically provided otherwise, mean all claims, damages (excluding punitive or exemplary damages), liabilities, losses, demands, liens, encumbrances, causes of action of any kind (including, without limitation, actions in rem or in persona), obligations, costs, judgments, interest, and awards (including, without limitation, legal counsel fees and costs of litigation if awarded as part of the judgment in favor of the Person asserting the Claim), whether created by law, contract, tort, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with this Contract or the performance of the Works.
	1.5	"Client" means <i>[insert of name of the Procuring Entity]</i> .
	1.6	"Client's Invitee(s)" means any Person that would otherwise be a Third Party except that such Person's presence in the workplace is by invitation of the Client.
	1.7	"Client's Representative" means the individual (and any alternate individuals) appointed by Client to act on Client's behalf in all matters relating to the conduct of the Works, except for modifying any provision of this Contract.
	1.8	"Confidential Information" means all information and data obtained by Contractor Group under this Contract from the Client, in the performance of or derived from the Works, or under this Contract, which information is the property of or obtained on behalf of the Client or Host Government or is owned by a Third Party which the Client has agreed to hold confidential.
	1.9	"Contract" means this contract and all attachments.
	1.10	"Contract Currency" means the currency specified in Schedule 2 in which the Client shall pay Contractor for performance of the Works.
	1.11	"Contractor" means <i>[insert of name of the Contractor]</i> .

Article No.	Sub Article No.	Sub Article Description
	1.12	"Contractor Group" means Contractor, Contractor's Subcontractors, Contractor's Affiliates, Participants, and Contractor's Invitees, and the shareholders, officers, directors, employees, agents, consultants, servants and insurers of all of the foregoing.
	1.13	"Contractor's Invitee(s)" means any Person that would otherwise be a Third Party except that such Person's presence in the workplace is by invitation of any member of the Contractor Group.
	1.14	"Contractor Representative" means the individual (and any alternate individuals) appointed by Contractor to act on Contractor's behalf in all matters relating to the conduct of the Works, except for modifying any provision of this Contract.
	1.15	"Country of Operations" means the United Republic of Tanzania.
	1.16	"Crew" means such employees, servants, agents or subcontractors as the Contractor may from time to time engage in connection with the Works and any employees, servants or agents of any subcontractor engaged by the Contractor from time to time.
	1.17	"Defend" shall, unless specifically provided otherwise, include the obligation to pay with either prior Notice to the indemnitor or reasonable opportunity to approve reasonable legal counsel fees, court costs, experts' fees, and other costs incurred by the indemnitor or indemnitee as a result of defending against a Claim as required under this Contract.
	1.18	"Effective Date" shall be the last signature date of the Contract.
	1.19	"Equipment" all equipment, instruments vehicles, vessels, tools, material and consumables that are provided by the Contractor in connection with the Works including but not limited to those provided under Schedule 1.
	1.20	"Force Majeure" means any event or circumstance beyond the reasonable control of a Party which prevents or impedes the due performance of this Contract, and which by the exercise of reasonable diligence, such Party is unable to prevent, including, without limitation, act of war, act of terrorism, riot, rebellion or civil unrest, act of God, flood, earthquake, lightning or other natural physical disaster, explosion, and fire. The mere shortage of equipment shall not constitute Force Majeure unless caused by events or circumstances that are themselves Force Majeure.
	1.21	"Good and Workmanlike Manner" means services

Article No.	Sub Article No.	Sub Article Description
		performed in a manner deemed proficient by those with the special knowledge, training, and experience concerning such services.
	1.22	"Gross Negligence" means such an entire lack of care as to indicate a conscious indifference and reckless disregard for the safety of people and property and includes wilful misconduct.
	1.23	HS&E" means health, safety and environment.
	1.24	"Key Personnel" means the personnel referenced in Article 8.3.2 and identified or listed by name or category in Schedule 1.
	1.25	"Negligence" means any sole or concurrent negligent act or omission, fault (including, without limitation, pre-existing conditions), strict liability, breach of duty or warranty (statutory or otherwise), product liability, defect (whether patent, latent, or pre-existing) of any property, equipment, or materials, un-seaworthiness, and un-airworthiness unless specifically otherwise stated, and shall include passive as well as active Negligence. The term "Negligence" does not include "Gross Negligence."
	1.26	"Notice" means a communication delivered in accordance with Article 17.
	1.27	"Participants" mean any co-owners, joint ventures, or partners of Contractor Group in connection with performance of the Works or any other Person participating in Contractor's economic risk in connection with performance of the Works.
	1.28	"Party" or "Parties" mean(s) the Persons whose names appear following the words "Contractor" or "Client" on the first page of this Contract. For purposes of Article 20, lower-case "parties" shall have the meaning set forth in Article 20.
	1.29	"Person" means an individual, partnership, joint venture, corporation, Limited Liability Client, unincorporated organization, government entity, or any other entity.
	1.30	"Regardless of Cause" means without regard to Negligence, in whole or in part, of the Party or other Person seeking indemnity or of any other Person. Where expressly stated, Regardless of Cause also means without regard to Gross Negligence, in whole or in part, of the Party or other Person seeking indemnity or of any other Person.
	1.31	"Re-Perform," "Re-Performed," or "Re-Performance" means re-perform and, where applicable, also means corrective services that are within the scope of services typically provided by Contractor necessary to correct the

Article No.	Sub Article No.	Sub Article Description
		non-conforming services provided by Contractor.
	1.32	"Seismic Data" means data and information acquired, developed or processed as provided in Schedule 1.
	1.33	"Shall Be Liable for and Indemnify" means the indemnifying Party shall be solely responsible for and assume all liability for and Defend, release and indemnify and hold harmless the indemnified Party or other Person.
	1.34	"Subcontractors" means sub-contractors of any tier.
	1.35	"Survey" means the acquisition of Seismic Data and the provision of related services as described in Schedule 1.
	1.36	"Survey Area" means the area within the United Republic of Tanzania set out in Schedule 1 or such additional area or areas as may from time to time be agreed by the Parties as the area to conduct a seismic survey.
	1.37	"Taxes" means any and all taxes imposed by any taxing authority including, without limitation, withholding taxes, income tax on nationals of the Country of Operations and on foreigners and taxes relevant to employment of such persons, all corporate taxes, imports, duties, levies, stamp duties, charges and other assessments and payments in the nature of taxes, wherever payable.
	1.38	"Third Party" means any Person other than any member of Contractor Group or Client.
	1.39	"Third-Party Beneficiary" means any member of Client Group (other than Client) or any member of Contractor Group (other than Contractor).
	1.40	"Unavoidable Damages" means those damages or losses that 1) occur although the Works is conducted with due care, skill and diligence and in accordance with this Contract, including, without limitation, the technical specifications contained in this Contract, and 2) that do not result from the negligence of the Contractor.
	1.41	"VAT" means Value Added Tax as defined by the Value Added Tax Act, 2014 as amended from time to time and as may be applicable to the Works.
	1.42	"Works" means that which is, identified, described, or requested in Schedule 1, including, without limitation, the entirety of the operations conducted by Contractor Group under, arising out of, relating to, or in any way connected with this Contract, and all services to be rendered and any equipment to be provided by Contractor Group under this Contract.
Article 2: Interpretation	2.1. Schedules and	This Contract consists of the body of this Contract and

Article No.	Sub Article No.	Sub Article Description
	Controlling Document	<p>the following documents shall be deemed to form part of the contract, be read and construed as part of this contract in their order of priority:</p> <p>Schedule 1: Statement of Works</p> <p>Schedule 2: Payment Schedule</p> <p>Schedule 3: Health, Safety and Environmental Standards</p> <p>Appendices</p> <p>Appendix 1: Letter of Acceptance</p> <p>Appendix 2: Minutes of Negotiation Meeting (if any)</p> <p>Appendix 3: Addendum (if any)</p> <p>Appendix 4: Seismic Acquisition Parameters</p> <p>Appendix 5: Survey Program Map and Coordinate list</p> <p>Appendix 6: Form of Tender</p> <p>Appendix 7: Price Schedule</p> <p>Appendix 8: Key Personnel</p> <p>Appendix 9: Survey Execution Plan</p> <p>Appendix 10: Local Content Plan</p> <p>Appendix 11: Health, Safety and Environment</p> <p>Appendix 12: Performance Security</p> <p>Appendix 13: Registered Power of Attorney</p> <p>In the event of a conflict between the body of this Contract and the Schedules, the body shall govern and prevail. In the event of a conflict between or among any of the Schedules, precedence shall be determined by the descending order in which the Schedules are listed above.</p>
	2.2. Contract Works	<p>2.2.1: The contractor shall conduct a Survey for the Client in the Survey Area as per the terms and conditions of this Contract. The Contractor shall use the Crew and Equipment described in Schedule 1 for this purpose. The approximate amount of the Seismic Data and the field acquisition configuration are set forth in Schedule 1.</p> <p>2.2.2: The Works shall include all activities that are set forth in this Contract and all activities that are reasonably inferable from the express description of the Works.</p>
Article 3: Term	3.1. Duration	<p>3.1.1 Performance of the Works under this Contract shall commence on the Effective Date of the Contract and shall continue for a period of <i>(insert contract duration)</i> unless the Contract is terminated earlier as provided under Articles 4.2.2, 5, 17.4 and 20.4 of this Contract.</p>
Article 4: Default	4.1. Action of Default	<p>If any of the following events occur, the Contractor or Client, as applicable, shall be in default:</p> <p>4.1.1: A Party becomes insolvent or under receivership or proceedings for insolvency, or bankruptcy are commenced by or against a Party;</p> <p>4.1.2: A Party assigns or transfers any right or interest in this Contract other than as authorized under this</p>

Article No.	Sub Article No.	Sub Article Description
		Contract;
		4.1.3: The Contractor fails to make payment for services or materials related to the Works in accordance with the terms of an applicable contract;
		4.1.4: The Contractor fails to complete the Works in accordance with the requirements provided in this Contract; or
		4.1.5: Except for a breach of warranty under Article 7, a Party breaches any provision of this Contract, which directly and adversely affects the Works or the performance of either Party's obligations under this Contract.
	4.2. Client's Right to Terminate for Default by Contractor	If the Contractor is in default and Client gives Notice to the Contractor of Contractor's act or omission constituting a ground for default under Article 4.1, the Client shall have the following rights, and the Contractor shall have the following obligations:
		4.2.1: The Contractor shall take all commercially reasonable measures, if any, are available, to rectify the default promptly as reasonably as possible under the circumstances, which shall not exceed thirty (30) days from the date Contractor is given Notice thereof by Client. The Contractor shall not be responsible for failing to rectify the default to the extent such failure results from unreasonable delay by Client in giving Notice to Contractor of the default.
		4.2.2: If the Contractor is unable to the default, within the period specified in Article 4.2.1, or fails to rectify the default as promptly as reasonably possible thereafter, Client may terminate this Contract by giving Notice to Contractor.
	4.3. Client's Remedies for Default by Contractor That Results in Termination	4.3.1: If the Client terminates this Contract pursuant to Article 4.2.2, the Client shall have the right to finish the Works, with or without the assistance of Third Parties, without incurring liability to the Contractor.
		4.3.2: The Contractor, subject to its right to be compensated for that portion of the Works satisfactorily performed, shall pay Client for all actual direct costs reasonably necessitated by the default or termination that would not otherwise have been incurred, including, without limitation, as applicable, any additional mobilizing and demobilizing costs incurred by other contractors and their Subcontractors, and excess costs incurred in obtaining performance of the remaining Works by other contractors and their Subcontractors or by Client, plus any damages resulting from delay incurred as a result of the termination.

Article No.	Sub Article No.	Sub Article Description
	4.4. Contractor's Right to Terminate for Default by Client	<p>4.4.1: If Client is in default and the Contractor gives Notice to the Client of Contractor's act or omission constituting a ground for default under Article 4.1, Client shall rectify the default within a reasonable time.</p> <p>4.4.2: If the Client fails to rectify the default within a reasonable time, the Contractor may terminate this Contract by giving Notice to Client. Client shall not be responsible for failing to rectify the default to the extent such failure results from unreasonable delay by Contractor in giving Notice to Client of the default.</p>
	4.5. Contractor's Remedies for Default by Client	The remedy provided under Article 4 and this Article 5 shall be Contractor's only remedy for Client's default. If the Contractor terminates this Contract pursuant to Article 4.5, Client shall pay Contractor a pro-rata portion of the Contract price based on the proportionate amount of the Works performed through the date of termination.
	4.6. Liquidated Damages	The Contractor shall pay liquidated damages to the Client at the rate of 0.01% of the Contract Price per day for each day that there is a delay in the completion of agreed Milestone as stipulated in Schedule 2. The total amount of liquidated damages shall not exceed 10% of the total Contract Price. The Client may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractors liabilities.
	4.7. Consequential Loss	Except as specifically provided in this Contract, in the event of Contractors negligent act or omission, the Contractor shall be liable to the Client, whether under the Contract or otherwise in connection with it, in contract, tort, breach of statutory duty or otherwise, in respect of any indirect or consequential losses or expenses including (without limitation) other derivative losses, goodwill, use, market reputation, or commercial opportunities.
Article 5: Termination	5.1. Termination for Convenience	The Client may terminate this Contract for convenience by giving the Contractor thirty days (30) days' Notice, in which case the Client shall reimburse the Contractor for a pro rata portion of the Contract price based on the proportionate amount of the Works performed through the date of termination.
Article 6: Warranties	6.1. Contractor Warranties	Contractor warrants that the Works and the Seismic Data shall comply with the specifications and technical requirements provided in this Contract for one year after the Client's receipt of Seismic Data.
	6.2. Remedies	6.2.1: In the event that the Works or Seismic Data fails to comply with Article 6.1 the Contractor shall, after consulting with Client, re-acquire the Seismic Data;

Article No.	Sub Article No.	Sub Article Description
		<p>provided, however, if Contractor has demobilized its equipment and personnel from the Area of Operations, Contractor shall have the option:</p> <p>6.2.2: to refund to Client the compensation paid and waive the right to any future compensation payable by Client to Contractor for all portions of the Works or Seismic Data that are defective; or</p> <p>6.2.3: to re-perform such Works and, at Contractor's expense, mobilize a Crew to the Survey Area for that purpose.</p> <p>6.2.4: If the defective Seismic Data is re-acquired, the Contractor shall acquire the Seismic Data with sufficient overlap to provide a full fold tie on each end of the re-acquired Seismic Data with the full fold point of each end of the previously acquired Seismic Data.</p> <p>6.2.5: If Client agrees that any defective Seismic Data may reasonably be corrected through further processing or reprocessing the defective Seismic Data, and upon Contractor accomplishing the same at its own cost and providing the further processed or reprocessed Seismic Data to the Client, the Contractor's obligations hereunder shall be fulfilled.</p> <p>6.2.6: Client, at its option and to the exclusion of the other remedies provided for in this Article 6.2, but only after consulting with Contractor in an effort to resolve the matter mutually, may re-perform or cause others to re-acquire such portions of the Seismic Data that are defective. In such a case, the Contractor shall promptly reimburse Client the costs incurred in re-performing the defective Works or re-acquiring the defective Seismic Data upon receipt of adequately documented invoices.</p>
Article 7: Contractor's Rights and Responsibilities	7.1. No Partnership or Joint Venture	Nothing in this Contract shall constitute or be constituted as forming partnership or Joint Venture between the Parties or shall authorize one party to enter into a contractual relationship or incur obligations on behalf of the other party.
	7.2.1. Works Performance.	<p>7.2.1 Works Performance.</p> <p>7.2.1.1: The contractor has acquainted itself with the nature and scope of the Works required by this Contract and with matters which may affect the Works, including, without limitation:</p> <ul style="list-style-type: none"> a) the geographic, climatic, weather, and cultural conditions prevailing in the Survey Area; b) third-party services, labor, facilities and ports available; and c) Government legislation, rules, regulations, orders, ordinances, codes, and policies.

Article No.	Sub Article No.	Sub Article Description
		Failure by Contractor to familiarize itself with any such matter shall not relieve the Contractor in whole or in part from its obligations under this Contract.
		7.2.1.2: The Contractor shall perform the Works as rapidly as existing conditions permit, in a Good and Workmanlike Manner, strictly in accordance with the technical specifications and terms and conditions contained in this Contract, without interruption, except in the event of Force Majeure.
		7.2.1.3: The Contractor shall exercise the utmost care in the course of performing the Works, to prevent pollution resulting from the Contractor's operations in the project area, including without limitation, oil wastes, toxic substances, equipment trash, debris, garbage, or other pollutants. The contractor shall provide suitable means and containers for properly disposing of such materials.
		7.2.1.4: The Contractor shall also comply with the safety standards for land seismic operations described in Schedule 3.
	7.2.2	Equipment: The contractor shall furnish all necessary equipment, materials, supplies, expertise, and supervision reasonably necessary to perform the Works. All equipment utilized by Contractor, whether owned or leased by Contractor, shall be in good working order, shall meet the specifications contained in this Contract, shall include operating manuals, supplies, and spare parts provided in the technical specifications contained in Schedule 1 and shall meet the requirements of and be operated in accordance with all applicable laws and manufacturer's codes.
	7.2.3	Reports: The contractor shall prepare technical and production reports on a timely, regular basis. The contractor shall deliver such reports to Client Representative either by e-mail or by other dependable and mutually agreed on means. Reporting formats and procedures, as well as the required frequency of each report, are provided in Schedule 1. A complete and final report covering the entire period of Works shall be produced by the Contractor as specified in Schedule 1.
	7.2.4	Defects: If the Contractor becomes aware of discrepancies between the information provided by Client in the Schedules and actual on-site conditions or becomes aware of errors or omissions in the specifications in the Schedules, the Contractor shall advise Client.
	7.2.5. Seismic Data	7.2.5.1: Contractor shall be responsible for the safekeeping of Seismic Data while such Seismic Data are

Article No.	Sub Article No.	Sub Article Description
		<p>in the custody of Contractor and until Contractor delivers them to the Client's Representative or a Third Party designated by Client. The contractor shall retain a duplicate copy of any Seismic Data to be delivered to the Client until the Client confirms receipt of such Seismic Data.</p> <p>7.2.5.2: In the event of loss of or damage to Seismic Data prior to delivery thereof to Client or a Third Party designated by Client, Contractor, after consultation with Client, shall provide a duplicate copy of such Seismic Data to Client or, if unable to provide a duplicate copy, after consultation with Client, shall re-acquire the damaged or lost Seismic Data at Contractor's expense and provide same to Client, or Contractor shall refund to Client all compensation paid and waive the right to any future compensation payable to Contractor for any such Seismic Data so affected. If any Seismic Data is re-acquired, Contractor shall acquire such Seismic Data with sufficient overlap to provide a full fold tie on each end of the re-acquired Seismic Data with the full fold point of each end of the previously acquired Seismic Data. If the Client agrees that any damage to Seismic Data while in the custody of Contractor may reasonably be corrected through further processing or reprocessing the damaged Seismic Data, and upon Contractor accomplishing such at Contractor's cost and providing the further processed or reprocessed Seismic Data to Client, Contractor's obligations hereunder shall be fulfilled.</p>
	7.2.6. Electronic Data Transmission	Contractor shall endeavour to transmit Seismic Data or other information to Client electronically as accurately and as securely as practicable in accordance with current industry practice; however, Contractor shall be responsible for the accuracy of Seismic Data or other information transmitted to the Client by electronic processes and shall be responsible for accidental or intentional interception of such Seismic Data or other information. However, if the contractor wants to send data by electronic transmission prior authorization of the Client is required.
	7.3. Personnel Responsibilities	7.3.1: Personnel: The Contractor shall maintain at all times the minimum personnel necessary to perform the Works or as otherwise specified in Schedule 1. If requested by the Client, or proposed by the Contractor and approved by the Client, the Contractor shall assign to the Works the optional personnel, if any, as provided in Schedule 1.

Article No.	Sub Article No.	Sub Article Description
		<p>7.3.2: Fitness and Qualification of Personnel: The personnel assigned by Contractor to conduct the Works or any part thereof, shall be mentally and physically fit, trained, competent, skilled, and experienced in the conduct of the tasks for which they are intended. The contractor's Key Personnel shall be able to read, write, and speak the English language fluently. If requested by the Client prior to the commencement of Works, the Contractor shall provide to Client curriculum vitae for all of the Contractor's Key Personnel to be assigned to the Works. Client shall have a reasonable time, after receipt of such material, to make a reasonable request that any of such personnel not be assigned to the Works, in which event Contractor shall provide suitable substitute personnel. The contractor shall not remove or add any of its Key Personnel, as provided in Schedule 1, without the prior approval of the Client.</p> <p>7.3.3: Discipline and Replacement of Personnel: The Contractor shall maintain strict discipline and good order among its personnel and those of Contractor's Subcontractors during the performance of the Works. In the event of wilful or reckless misconduct, negligence, gross negligence, evident professional incompetence, or non-compliance with; (1) applicable laws or customs of the United Republic of Tanzania or (2) with applicable HS&E regulations by any personnel directly or indirectly employed by Contractor for the conduct of the Works, and, if these events have or are reasonably likely to have a materially adverse effect on the performance of the Works, Contractor shall promptly replace at its expense, whether or not requested by the Client, any culpable personnel with a competent substitute(s) within 24 hours or such longer time as may be agreed by the Client. This provision shall also apply whenever the behavior of any personnel is likely to jeopardize the relationship between Client and the United Republic of Tanzania. Any such personnel shall be immediately removed from the Survey Area at the expense of the Contractor. Any personnel removed for any of these reasons shall not be engaged again in the Works or on other work done for the Client without the prior approval of the Client.</p> <p>7.3.4: Medical Care: The Contractor shall be responsible, at its expense, for all medical and hospital expenses of the Contractor's personnel and Client representatives. Contractor's personnel shall undergo such pre-employment and periodic medical examinations as Client may reasonably prescribe, and as otherwise</p>

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		required by applicable law. Medical certificates, upon request, shall be made available for inspection by Client.
		7.3.5: Visas and Work Permits: Unless otherwise specified in Schedule 1 to this Contract, Contractor shall obtain and provide at its expense all visas, working permits, exit and re-entry permits and all other Government of Tanzania authorizations or documentation required in connection with the entry, presence, employment or exit of Contractor's personnel from the Survey Area.
		7.3.6: Rotation: The Contractor shall be responsible, at its expense, to provide and schedule for the normal rotation of all of its personnel for rest and leave purposes, including, without limitation, transportation. The contractor shall ensure that it has available sufficient other personnel, who are suitably experienced and competent, to replace such personnel when at rest or on leave. Before commencing the Works, the Contractor shall provide the Client with the Contractor's rotational leave schedule.
		7.3.7: Wages, Salaries, and Benefits: The Contractor shall be responsible to and promptly pay salaries and wages and other benefits due Contractor's personnel, including, without limitation, overtime, allowances, social benefits, relocation expenses, indemnities, compensations and fringe benefits of whatever nature and shall ensure that such payments and benefits comply with applicable laws.
		7.3.8: Expenses: Unless otherwise specified in Schedule 1, the Contractor shall arrange and be responsible for expenses incurred in transporting Contractor's personnel between their points of origin and the base of operations. The contractor shall provide transportation for the Contractor's and Client's personnel from the base of operations to the Survey Area and return.
		7.3.9: Food and Accommodation: The Contractor shall provide, at its expense, food and accommodation (substantially equivalent, in quality and quantity, as that provided by the Contractor for its senior expatriate personnel) in the Survey Area for the Client's Representatives and other Client personnel as well as representatives of the appropriate Government of United Republic of Tanzania agency when visiting the Survey Area for the purpose of inspecting the Works.
	7.4. Permit Responsibilities	7.4.1: Government Authorizations: Subject to Article 8.1.1 and Article 8.2.1 below and except as otherwise specified in Schedule 1, Contractor shall be responsible

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		for obtaining and maintaining, Government authorizations necessary for the performance of the Works and for Contractor's personnel (along with their personal effects) and equipment to enter into and operate within the United Republic of Tanzania.
Article 8: Client's Rights and Responsibilities	8.1. Access and Inspection	8.1.1: Access: The Client shall provide the Contractor with access to and from the Survey Area, including, without limitation, any permits or licenses from the Government of Tanzania as may be necessary to provide access. The Client shall promptly give Notice to the Contractor of any restrictions or limitations on the Client's access
		8.1.2: Inspection of Works: The Client may inspect the performance of the Works, from time to time, and advise Contractor of any substandard performance. The Client shall have access at all times to the site where the Works is being performed and to the equipment and personnel of the Contractor to inspect the performance of the Works. The inspection of any aspect of the performance of the Works shall not excuse the Contractor from any obligation hereunder.
	8.2. Responsibilities	8.2.1: Authorizations obtained by the Client: The Client shall obtain, in its name, Government authorizations, which, by law or contract, may be obtained only in the Client's name, and which are necessary for Contractor to conduct the Works.
		8.2.2: Client Assistance: To the extent feasible, the Client shall assist Contractor in Contractor's performance of the Works, including, without limitation, and subject to Article 11.2, importing and exporting Contractor equipment, materials, and supplies, maintaining liaison with the Government.
		8.2.3: Client Information: The Client shall provide necessary charts of the Survey Area, on a suitable scale, showing reasonably available information that may be required to perform the Works. All maps, information and other data shall remain Client's property and shall be promptly returned by Contractor to Client upon request or completion of the Works. The Contractor shall not be responsible for determining the accuracy and completeness of such charts, information and data furnished by Client and Client shall not be liable for inaccuracy or incompleteness.
Article 9: Contractor and Client Representatives	9.1. Representatives	The Contractor shall appoint a Contractor Representative (and one or more alternates for rotational purposes) and the Client shall appoint a Client Representative (and one or more alternates for rotational purposes) to act at the

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		Works Site for the benefit of the appointing Party in all matters relating to the conduct of the Works as specified in this Contract, but excluding the modification of this Contract. Client Representative shall be at the Works Site at times designated by Client, but with such frequency and duration so as not to impede the progress of the Works and shall have authority to give general instructions to Contractor Representative on behalf of Client regarding the results to be obtained from the Works. The Contractor Representative and Client Representative shall have the authority to settle disputes concerning the Works at the field level, subject to any internal procedure of either Party that requires the approval of a superior. The instructions and decisions of Contractor Representative and Client Representative shall be binding on the respective Parties if they are given and received in accordance with the terms of this Contract.
	9.2. Replacement and Removal	Contractor reserves the right, exercisable in its reasonable discretion, to remove and replace, at its expense, its Contractor Representative (or alternate). Client reserves the right, exercisable in its reasonable discretion, to remove and replace, at its expense, its Client Representative (or alternate). This right to remove and replace may be exercised by giving Notice, stating the reasons for such removal or replacement, to the other Party. The exercising Party shall immediately replace such Contractor Representative or Client Representative, as applicable, with another similarly qualified and experienced individual, upon giving Notice to the other Party. Client shall have the right, exercisable in its reasonable discretion, to request Contractor to remove and replace Contractor Representative (or alternate) upon giving Notice to Contractor. The Parties shall promptly meet to discuss the matter, and if the matter cannot be amicably resolved without the removal of such Contractor Representative, the Contractor shall thereupon remove and replace such Contractor Representative, as provided in this Article 9.2.
Article 10: Financial Matters	10.1. Payment and Currency	10.1.1: Consideration: The Contract price shall be <i>[insert currency, contract price in words and figures]</i> , which shall be paid as provided in Schedule 2. (Payment Schedule)
		10.1.2: Invoicing: The Contractor shall provide to Client an invoice, together with any required supporting documents, as provided in Schedule 2.
		10.1.3: Dispute: After receipt of each invoice, the Client

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		shall have 30 days to dispute the contents of the invoice or any portion thereof. If disputed, the Client shall promptly give Notice to the Contractor of the full particulars concerning the dispute or question.
		10.1.4: Payment: Payment of Contractor's undisputed invoices or such undisputed parts of an invoice shall be made within a period of 60 days from the date of receipt of the invoice. Payment shall be made by check or bank transfer to the bank account and address as specified in Schedule 2. If made by bank transfer, payment shall be deemed effective from the date of confirmation of receipt into the Contractor's bank account.
		10.1.5: No Waiver of Client's Rights. The payment of, objection to, or failure to object to any invoice, or any payment or settlement in the resolution of any dispute, or any combination thereof shall not constitute acceptance by Client of the accuracy or justification of Contractor's invoices. Any payment by Client is made on the condition that Client reserves the right to challenge subsequently the validity of any invoiced amounts, subject only to the limitations contained in Article 11.4.
		10.1.6: Set-Off Right. Client shall have the right, exercisable at its sole discretion, to offset, against amounts claimed by Contractor to be due and owing to Contractor by Client under the terms of this Contract, any amount claimed by Client to be due and owing to Client by Contractor under the terms of this Contract. Any disputes between the Parties with regard to amounts due and owing by one to the other shall be resolved in accordance with Article 20.
	10.2. Taxes and Import and Export Duties	10.2.1: Contractor's Tax Obligation: The Contractor shall pay any Taxes assessed or levied on the Contractor or its personnel in accordance with the Laws of Tanzania resulting from the performance of this Contract. The Contractor shall require the Contractor's Subcontractors and their personnel to pay such Taxes.
		10.2.2: Contractor's Import Obligations: The Contractor shall be responsible, at its expense, for customs duties, port dues, brokerage fees, handling fees, and related charges imposed on Contractor as a result of its equipment utilized for the Works and shall defend, indemnify and hold harmless the Client from any claims, assessments and liabilities in respect of the same.
		10.2.3: Contractor's Export Obligation: The Contractor shall be responsible, at its expense, for exporting from the United Republic of Tanzania any Contractor equipment which has been imported in the

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		United Republic of Tanzania for this Works.
		<p>10.2.4: Client Import and Export Exemptions: If Client is granted exemptions from import and export duties (including, without limitation, commercial handling charges), fees or Taxes, and such exemptions are available to Client's contractors, Client shall make such exemptions available for utilization by the Contractor, to the extent Client is legally and contractually permitted to do so, subject to the following:</p> <p>10.2.4.1: The Contractor shall request prior written authorization from Client for the importation of Contractor's equipment necessary to perform the Works in the United Republic of Tanzania.</p> <p>10.2.4.2: The Contractor agrees not to sell, transfer or dispose of its equipment assigned to the Works without the prior written approval of Client and without payment of the applicable import duties due to the appropriate authorities in the United Republic of Tanzania.</p>
	10.3. Liens	<p>10.3.1: Contractor's Obligation: The Contractor shall pay any valid claims of indebtedness for personnel and equipment as they become due. No lien, charge, encumbrance or similar rights available to creditors under applicable law (collectively lien) shall become fixed upon Client's Contract, wells, equipment, lands, fixtures, improvements, or other property as a result of Contractor failing to pay Contractor's employees, suppliers, vendors, or Subcontractors or failing to pay Taxes payable by Contractor under this Contract.</p>
Article 11: Works Changes	11.1. Written Change Order	The Client may change portions of the Works, by means of a written Change Order. Upon the written request of either Party, the Parties shall promptly meet and negotiate equitable adjustments in the Works, including, without limitation, the payments due Contractor, the time of Works performance, and other relevant factors arising from the effects of an issued or contemplated Change Order. The Contractor may decline to perform any Change Order to the extent such Change Order contemplates services which fall beyond the reasonable capability of Contractor or which, in Contractor's reasonable opinion, shall result in the contravention of any HS&E rule or regulation of Contractor, of Client or as contained in applicable law.
	11.2. Adjustments	Unless Client determines, to its reasonable satisfaction, that suspension of the Works during negotiation of a Change Order shall unduly jeopardize the Works or other activities of Client at the Works Site, Contractor shall not be required to perform the Change Order until the Parties

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		have a written agreement concerning adjustments in payment, time of Works performance or other relevant factors.
Article 12: Liabilities and Indemnification	12.1. General	To avoid the time and expense of protracted litigation between the Parties and to allow each Party to arrange for insurance or self-insurance as deemed appropriate to address the relevant risks, the responsibility for certain Claims shall be allocated between the Parties in accordance with the further provisions of this Article 13.
		12.1.1: Contractor's indemnity of the Client: Regardless of Cause, Contractor Shall Be Liable for and Indemnify and hold harmless the Client from and against any and all claims, arising out of personal injury, illness, death, or property loss or damage suffered by any member of Contractor Group.
		12.1.2: Client's indemnity of the Contractor Group: Regardless of Cause, Client Shall Be Liable for and Indemnify and hold harmless Contractor Group from and against any and all claims arising out of personal injury, illness, death, or property loss or damage suffered by any member of Client.
		12.1.3: Third Parties 12.1.3.1: Contractor Shall Be Liable for and Indemnify the Client from and against any and all claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the Negligence or Gross Negligence of any member of Contractor Group. 12.1.3.2: Client Shall Be Liable For And Indemnify Contractor Group from and against any and all claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the Negligence or Gross Negligence of any member of Client.
		12.1.4: Patents and Copyrights 12.1.4.1: Contractor Shall Be Liable for and Indemnify the Client from Claims for patent or copyright infringement by Contractor's equipment and services as set forth in Schedule 1. In the event Contractor's equipment or services are held to be infringing and their use is enjoined, Contractor shall, at its own expense, either procure for Client the right to continue using the equipment and services, replace the same with non-infringing equipment and services, or modify the equipment and services so that they become non-infringing. 12.1.4.2: Client Shall Be Liable For And Indemnify

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		Contractor Group from Claims for patent or copyright infringement by equipment and services which are not Contractor's equipment and services as set forth in Schedule 1 but which Client specifies that Contractor shall nonetheless provide and by equipment and services which are furnished by Client and utilized by Contractor in performing the Works.
		12.1.5: Taxes: Each Party Shall Be Liable for and Indemnify the other Party from and against all Claims resulting from the failure of the indemnifying Party to pay any of the Taxes or other charges for which such indemnifying Party is responsible under Article 10.2.
		12.1.6: Pollution: Regardless of Cause, Contractor Shall Be Liable for and Indemnify Client from all Claims for surface pollution arising from trash or debris generated by any member of Contractor Group or arising from fuel, oil and other debris spilled from the equipment of any member of Contractor Group, including, without limitation, the costs of cleaning up and disposal of same.
	12.2. Consequential Damages	Regardless of Cause, except to the extent otherwise provided in Article 4, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of reserves, loss of use, loss of financial advantage, business interruption or downtime.
Article 13: Insurance	13.1. Minimum Insurance	At any and all times during the term of this Agreement, Contractor and Client shall at their respective expense maintain insurance with reputable and substantial insurance companies/underwriters acceptable to the Client, for insurance coverage of the kind and at the minimum amounts set below:
	13.2. Amounts of Coverage	13.2.1: workers' compensation/employer's liability insurance for unlimited occurrences with minimum limits as stated in the laws and/or regulations of the United Republic of Tanzania with respect to legislation governing benefits for compensable disabilities payable to personnel /beneficiaries engaged in the performance of the Services;
		13.2.2: general third party liability insurance providing for third party property damage and personal injury including broad form contractual liability for any agreement and broad form property damage and in term actions, with minimum limits of USD\$ 500,000 per occurrence; and

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		13.2.3: automobile liability insurance for bodily injury and property damage combined with minimum limits of USD\$50,000 per occurrence, or as otherwise required by all the laws and/or regulations of the United Republic of Tanzania.
	13.3	With the exception of the statutory worker's compensation insurance, each of the insurance policies required pursuant to Clause 13.2 shall:
		13.3.1: name as additional insured, the Company Group to the extent of the indemnities assumed by the Contractor under the Agreement;
		13.3.2: contain a waiver of subrogation against any Party named as additional insured or whose interest is noted therein; and shall stipulate that the coverage of the insurance shall apply as if separate policies had been issued to each such Party; and
		13.3.3: contain a provision requiring at least thirty (30) days' notice from insurers to Company prior to such policy expiring, lapsing or being cancelled, amended or varied.
	13.4	Contractor shall send to Company Certificates of insurance to evidence the existence of the insurance and the naming of the Company Group as an additional insured. The insurance arranged by Contractor shall be effected prior to the commencement of the Services and be maintained in full force and effect throughout the entire course of the Agreement.
	13.5	The Contractor shall at all times be responsible for complying with and abiding by the terms and conditions of the insurance arranged by it and for the payment of all excesses which may be contained within the terms of such insurance.
	13.6	If either Party becomes aware of any incident related to the Services and likely to give rise to a claim under the above insurances, they shall notify the other and both Parties shall cooperate fully in investigating the incident.
	13.7. In the event that:	13.7.1: Contractor neglects, fails or refuses to obtain and keep in force any insurance required to be effected by it under the above provisions, or to provide Company with certificates and/or renewal/change certificates or other acceptable documentation as and when required, Company shall have the right but not the obligation to procure and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose; or
		13.7.2: Company elects to remedy an occurrence arising out of Contractor's failure or refusal to insure against any

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		<p>risk to be assumed by Contractor under this Agreement, then any sums paid by Company shall immediately become due and payable to Company by Contractor and Company shall be entitled to deduct such sums from any moneys due or which may otherwise become due to Contractor in addition to any remedies Company may have under this Agreement or otherwise at law provided such sum shall not exceed the value of the cost of insurance that would have been incurred by Contractor.</p> <p>13.7.3: Contractor shall fully indemnify the Company Group from and against any loss or damage, arising out of any failure to effect or maintain such insurance specified by this Agreement or out of any act or omission that invalidates the insurance or which causes the whole or part of any payment made thereunder to be refunded.</p>
Article 14: Assignment	14.1. Client Assignment	The Client may assign all or part of its rights and obligations under this Contract without the Contractor's approval to an Affiliate of Client.
	14.2. Contractor Assignment	The Contractor may assign all or part of its rights and obligations under this Contract without Client's approval to an Affiliate of Contractor having access to the assignor's technical expertise and having the clear financial capability to meet obligations under this Contract. Any increased cost to Client resulting from such assignment shall be at the expense of the assignee. The Contractor shall not assign this Contract to any other Person without Client prior written consent.
	14.3. Obligations	If the assignee meets the requirements of this 4 and assumes in the document of assignment all obligations of the assignor under this Contract, including, without limitation, liability for all prior acts and omissions of assignor, assignor's contractors, Subcontractors, agents or servants as fully as if they were the acts, defaults or omissions of assignee, then in such event, and only in such event, assignor shall be relieved from obligation for future performance hereunder other than with respect to liability arising out of, relating to or in any way connected with acts or omissions occurring prior to the effective date of the assignment.
	14.4. Effective	No assignment of this Contract shall become effective until the assignor has furnished the non-assigning Party with an executed duplicate original document of the assignment.
Article 15: Subcontracting	15.1. Consent	Before Contractor enters into any subcontract covering a substantial portion of the Works, the Client shall be given adequate opportunity to review any relevant details requested by Client, including, without limitation, the

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		choice of Subcontractor, the part of the Works included in the subcontract, and the form of subcontract. If Client is reasonably satisfied that the Subcontractor has the financial ability and expertise to fully and timely perform the part of the Works that is subcontracted and shall be able to otherwise comply with Contractor's obligations under this Contract, the Client shall not unreasonably withhold or delay its consent.
	15.2. Obligations	Notwithstanding Client's consent and approval under Article 15.1, no subcontractor similar arrangement shall relieve Contractor from its obligations or liabilities under this Contract and Contractor shall be responsible for the acts, defaults and omissions of Contractor's Subcontractors, agents or servants as fully as if they were the acts, defaults or omissions of Contractor.
Article 16: Notice and Communication	16.1. Notices	Notices required or permitted to be given under this Contract must be written in English, be addressed or sent in accordance with the receiving Party's contact information provided in this Contract, and be delivered by either (1) hand, (2) courier, or (3) e-mail. A Party may change its contact information by sending a notice to the other Party. Contacts for parties are; Client: <i>[Insert Contact Person Name, Position and Address]</i> Contractor: <i>[Insert Contact Person Name, Position and Address]</i>
	16.2. Effective	Such Notices shall be effective if delivered by hand or courier, at the time of delivery, or if delivered by an electronic means of transmitting written communications, the first Business Day at the recipient's address following the date of the complete transmission.
Article 17: Force Majeure	17.1. Liability	Neither Party shall be liable for any delay in or failure of performance of the terms of this Contract (excluding indemnification obligations and the payment as provided in Schedule 2) if and to the extent such delay or failure is attributable to Force Majeure.
	17.2. Notice and Performance	If either Party is prevented from or delayed in performing any of its obligations under this Contract by Force Majeure, such Party shall promptly and within 72 hours give Notice to that effect to the other Party, stating the particulars of such Force Majeure and of the obligations thereby affected, and shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligations for so long as the circumstances of Force Majeure continue. A Party so affected by Force Majeure shall use every reasonable effort to minimize the effect of Force Majeure upon the

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		performance of this Contract and shall promptly resume performance as soon as reasonably possible after the removal of the circumstances of Force Majeure.
	17.3. Extension	If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure, the Contract may be entitled to an extension of time for any such delay without additional costs to the Client.
	17.4. Termination	Either Party may terminate this Contract by notice to the other Party if performance ceases for reasons of Force Majeure for a continuous period of ninety (90) days, or a cumulative period of one hundred and eighty (180) days in any period of three hundred and sixty-five (365) consecutive days; provided, however, Contractor shall have no such right of termination if Contractor is entitled to the Force Majeure rate set forth in Schedule 2.
Article 18: Governing Law	18.1. Governing Law	This Contract shall be governed by the laws of the United Republic of Tanzania. The Language governing this Contract shall be English.
Article 19: Dispute Resolution	19.1. Applicable Laws	Any dispute, controversy, or claim arising out of, relating to, or in any way connected with this Contract, including, without limitation, the existence, validity, performance, breach, or termination thereof, shall be settled by final and binding arbitration in accordance with the laws of the United Republic of Tanzania. The Arbitrator shall be appointed by Tanzania Institute of Arbitrators. The Place for Arbitration shall be Dar es Salaam, Tanzania.
Article 20: Compliance	20.1. Compliance with Laws	20.1.1: The Parties agree to comply with all applicable laws, rules and regulations, of the United Republic of Tanzania, directly affecting the Works or the performance of either Party's obligations under this Contract.
	20.2. Compliance Policies and Procedures	20.2.1: The Parties shall endeavour to ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies and procedures, including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions.
		20.2.2: The Parties shall fully cooperate, including, without limitation, sharing information, making necessary disclosures, and addressing concerns raised by the other Party or by government officials, to endeavour to ensure that there is continuous and full compliance with all of the provisions of Article 20.
	20.3. Health, Safety and Environment (HSE)	20.3.1: Both Parties agree to comply with all applicable HSE legal and regulatory requirements relevant to the performance of the Works.

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		20.3.2: The Contractor shall also ensure that the Works is performed in compliance with the HSE provisions set forth in Schedule 3.
		20.3.3: The Contractor shall be responsible for providing a safe place to perform the Works. The Contractor shall protect the safety and health of all members of the Contractor Group and Client and Third-Parties from dangers associated with the Works.
	20.4. Termination for Non-Compliance	20.4.1: Failure to comply with Article 20.1, Article 20.2 and/or Article 20.3, it shall be considered as a default and termination for such failure shall be governed by Article 4.
Article 21: General Provisions	21.1. Public Announcements	Contractor Group shall not announce or publicly disclose any information concerning this Contract, the Works or transactions contemplated under this Contract without Client's prior written approval. However, nothing in this Article shall prevent any member of Contractor Group from furnishing any information to any government agency or regulatory authority or to the public, but only insofar as is required under this Contract, law of the Area of Operations, law of such member's country of incorporation, or the rules of any stock exchanges on which such member's shares are listed; provided that any member of Contractor Group that proposes to make such a public disclosure shall, to the extent reasonably possible, provide Client with a draft of such statement in sufficient time prior to the release of such information to enable Client to review such draft and advise such member of Contractor Group of any comments Client may have to respect same.
	21.2. Amendments	No modification of or amendment to this Contract shall be valid or binding unless provided in a writing that specifically references this Contract and that has been duly executed by authorized representatives of the Parties.
	21.3. Waiver	No waiver of any breach of this Contract shall be or deemed to be effective or binding unless the waiver is in writing and signed by an authorized representative of the Party purporting to have waived the breach and, unless otherwise provided in this Contract, such waiver shall be limited to the specific breach waived. A Party's failure to enforce or delay in enforcing any of the terms and conditions of this Contract shall not constitute or be deemed to constitute a waiver of such terms or conditions.
	21.4. Entire Agreement	This Contract and the attachments hereto constitutes the entire agreement between the Parties regarding the

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		Works and supersedes all prior negotiations, representations or agreements related to this Contract, either written or oral, and there are no collateral or other statements, understandings, covenants, contracts, representations or warranties, written or oral, relating to the subject matter of this Contract.
	21.5. Confidentiality	<p>21.5.1: Contractor Group shall hold Confidential Information strictly confidential and shall not disclose Confidential Information to any Person, including, without limitation, an Affiliate of Contractor, without the prior written consent of Client Subject to the exceptions specified in this Article 22.5, each member of Contractor Group shall take all reasonable measures to protect the confidentiality of such Confidential Information. Except as is necessary to enable Contractor to perform its obligations under this Contract, no member of the Contractor Group shall, without the prior written approval of the Client, use, reproduce, copy, disclose to, place at the disposal of or use on behalf of the Contractor or any Third Party or enable any Third Party to use, peruse or copy any of the Confidential Information, including, without limitation, drawings, data, and computer software which:</p> <p>21.5.1.1: is provided to Contractor by or on behalf of Client, in or in relation to this Contract;</p> <p>21.5.1.2: becomes the property of or vested in Client in accordance with this Contract; or</p> <p>21.5.1.3: the Contractor Group or member thereof, prepares in connection with the Works.</p>
		<p>21.5.2: If the Contractor discloses any of the Confidential Information to any Third Party under the provisions of Article 21.5.1, Contractor shall be responsible for ensuring that such Third Party maintains such Confidential Information, complies with this Article, and returns or destroys the Confidential Information upon completion of the Third Party's use necessary for Contractor's performance of the Works hereunder. Contractor shall prevent Confidential Information from inappropriately leaving the Works Site and Contractor's premises. Contractor shall provide Client with lists of the names of any Third Parties to whom the Confidential Information is disclosed with the date of disclosure, date of return or destruction, and each and every location of the Confidential Information and each copy thereof.</p>
		<p>21.5.3: Each member of Contractor Group shall take all reasonable measures to protect the confidentiality of Confidential Information; provided, however, that the</p>

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		provisions of Article 21.5.1 and Article 21.5.2 shall not apply to Confidential Information which: 21.5.3.1: was in possession of any member of the Contractor Group prior to this Contract and which was not subject to any obligation of confidentiality; 21.5.3.2: was received from a Third Party whose possession of such Confidential Information is lawful and who is under no obligation not to disclose, or 21.5.3.3: is required to be disclosed to comply with the requirements of the law of any government or regulatory body having proper jurisdiction over the Works or member of Contractor Group, or by the rules of any stock exchanges on which the shares of any member of Contractor Group are listed.
		21.5.4: The Contractor shall ensure incorporation of the provisions of this Article 21.5 into any subcontract and compliance by all members of the Contractor Group.
		21.5.5: All information provided by any member of the Contractor Group to Client which such member of Contractor Group wishes to remain confidential shall be clearly marked as being confidential ("Contractor information"). Client shall nevertheless be entitled, subject to such Contractor Group member's consent, which shall not be unreasonably withheld or delayed, to use and disclose any such Contractor information to Third Parties to the extent necessary for the execution and maintenance of the project in connection with which the Works is to be performed or in relation to any statutory or other legal requirements.
		21.5.6: All data, logs, charts, drawings, tracings, documents, calculations, computer printouts and items of a similar nature, produced or developed in connection with the Works shall be Client's property, and shall be furnished to Client not later than the completion of the Works.
	21.6. Article Headings	The article headings and subheadings in this Contract are for convenience only and shall not affect the meaning, construction, or interpretation of this Contract.
	21.7. Cross References	Any reference to a statute, law, rule, regulation, decree or other legislative, administrative or executive act, having the effect of law shall include and shall be deemed to be a reference to such legislation and to the rules and regulations made pursuant thereto, and any amendments made thereto from time to time, and to any law that may be passed which has the effect of supplementing or replacing the law so-referred to or the regulations made pursuant thereto.

Article No.	Sub Article No.	Sub Article Description
	21.8. Separable Provisions	Each provision of this Contract shall be considered separable and if any provision(s) is (are) determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Contract that are valid, enforceable and legal.
	21.9. Drafting	No consideration shall be given to the fact or presumption that one Party has a greater or lesser hand in drafting this Contract.
	21.10. Survival	In the event of termination or expiration of this Contract, the provisions pertaining to warranty, indemnity, confidentiality, insurance, disclaimer of consequential damages, limitation of liability, dispute resolution, and governing law shall remain in full force and effect.

EXECUTED ON BEHALF OF Client and Contractor, by their duly appointed representatives, as of the Effective Date first written at the beginning of this Contract:

THE PROCURING ENTITY	THE CONTRACTOR
Signature: (Authorized Representative)	Signature: (Authorized Representative)
Name:	Name:
Title:	Title:
Date:	Date:
WITNESS	WITNESS
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 1: STATEMENT OF WORKS

SCHEDULE 2: PAYMENT SCHEDULE

SCHEDULE 3: HEALTH, SAFETY AND ENVIRONMENTAL STANDARDS

APPENDICES