**<<<BANK LETTER HEAD>>>**

**Ref. No.: ............................. Date:………………….**

The Executive Director,

Tanzania Fertilizer Regulatory Authority,

Plot No. 15471, 1 Kilimo Street, Kilimo I complex,

P.O. Box 46238,

**DAR ES SALAAM,** TANZANIA.

**PERFORMANCE BANK GUARANTEE**

**No.: .......................................**

**WHEREAS Tanzania Fertilizer Regulatory Authority** has been mandated to conduct competitive tenders for the importation of fertilizer under bulk procurement system and to sign the shipping and supply contract for the importation of fertilizer on behalf of fertilizer dealer in Tanzania including ………………………….. (Name of the fertilizer dealer) (“Hereby called the purchaser”).

**WHEREAS** the appointed importer shall deliver fertilizer as per the requirements of each fertilizer dealer as specified in the Bid documents and the shipping and supply contract.

**WHEREAS** It has been stipulated in the FERTILIZER BULK PROCUREMENT SYSTEM IMPLEMENTATION MANUAL of MAY 2017 and the Supply and Shipping contract (“the Contract”) between TANZANIA FERTILIZER REGULATORY AUTHORITY and **………………………….** (hereinafter the “Purchaser”) that the security for compliance with the purchaser’s performance obligations under the contract shall be a guarantee for 10% of the order value of the six month’s fertilizer requirements that has been ordered by the Purchaser.

Whereas the guarantee shall cover all order placed by………………………. during the duration of this bank guarantee.

**AND WHEREAS** we have agreed to give purchaser such guarantee:

**NOW THEREFORE** We **……………………………..**, having our registered office at …………………………….., Dar es Salaam, Tanzania (hereinafter “the Bank/We”) hereby affirm that;

1. We are guarantors and responsible to you, on behalf of the Purchaser, up to a **TSH/USD (In figures) ……………..……………………., (in words) ……………………………………………………..** and we undertake to pay you, upon your first written demand declaring the Purchaser to be in default under the Contract and without cavil or argument, any sum or sums within the limits of **TSH/USD (In figures) ……………..……………………., (in words) ……………………………………………………..,** **as** aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein. As per Uniform Rules for Demand Guarantees (URDG) Article 15C, no supporting statement in respect of the breach is required.
2. This guarantee is valid for ……………………. days, from **………………………….., 2022** until **…………………….., 202… (Should be valid not less than 90 days)**
3. Consequently, any demand for payment under this Guarantee must be received by the Bank at the office specified above on or before the expiry date, i.e. **………………………………, 202…** before close of business at 3.00 PM and any demand in respect thereof should reach the bank not later than the expiry date at which time Bank’s liability will cease and the Guarantee should accordingly be returned to the Bank.
4. All claims under this guarantee should be lodged with and are payable only at the counters of the Bank at the above stated office.
5. This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC publication No. 758.
6. This Guarantee is irrevocable and cannot be transferred or assigned without written consent to the other party except to an affiliate, however the assignor will remain liable for the assignee’s full performance.
7. This guarantee is governed by and shall be construed in accordance with the Laws of the United Republic of Tanzania.
8. Notwithstanding the above, this Guarantee once expired is considered null and void irrespective of whether or not the Guarantee is returned for cancellation.

IN WITNESS WHEREFORE, the Guarantor has caused its common seal to be hereunder affixed this …………………day of ……………………………………………

**SIGNED AND SEALED BY THE AUTHORISED SIGNATORIES**

**OF …………………………………..**

Signature ; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name **; …………………………. ………………………………**

 **MANAGING DIRECTOR COMPANY SECRETARY**