

**UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY**



CONTRACT BETWEEN

MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY

AND

ARUSHA TECHNICAL COLLEGE

FOR

PROVISION OF CONSULTANCY SERVICE FOR CONDUCTING ESIA, GEOTECHNICAL AND TOPOGRAPHICAL SURVEY, DESIGN REVIEW AND PREPARATION OF SCHEDULE OF MATERIALS AND DRAWINGS FOR RUKWA, SIMIYU, GEITA, NJOMBE REGIONAL VOCATIONAL TRAINING SERVICES CENTERS AND SUPERVISION OF CONSTRUCTION OF RUKWA, GEITA, NJOMBE AND SIMIYU RVTSCs, MOROGORO VOCATIONAL TEACHERS TRAINING CENTRES AND FOUR STOREY BUILDING AT ARUSHA TECHNICAL COLLEGE

CONTRACT No. ME- 024/2021-22/HQ/C/20

**UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY**



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AND
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**FOR
PROVISION OF CONSULTANCY SERVICE FOR CONDUCTING ESIA,
GEOTECHNICAL AND TOPOGRAPHICAL SURVEY, DESIGN REVIEW AND
PREPARATAION OF SCHEDULE OF MATERIALS AND DRAWINGS FOR RUKWA,
SIMIYU, GEITA, NJOMBE REGIONAL VOCATIONAL TRAINING SERVICES
CENTERS AND SUPERVISION OF CONSTRUCTION OF RUKWA, GEITA, NJOMBE
AND SIMIYU RVTSCs, MOROGORO VOCATIONAL TEACHERS TRAINING
CENTRES AND FOUR STOREY BUILDING AT ARUSHA TECHNICAL COLLEGE**

CONTRACT No. ME- 024/2021-22/HQ/C/20

CONTRACT

This CONTRACT (hereinafter called the "Contract") is made this 4th day of Jan, 2022, between **Permanent Secretary, Ministry of Education, Science and Technology**, Government City- Afya Street, Mtumba Area, P.O. Box 10, 40479 Dodoma (hereinafter called the "Employer") on one hand, and **Arusha Technical College** of Nairobi Road, P.O. Box 296, Arusha- Tanzania (hereinafter called the "Service Provider") on the other hand.

WHEREAS

- (a) the Employer has requested the Service Provider to provide *Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of Cost Estimates, Preparation of schedule of Material and Drawings for Rukwa, Simiyu, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction of Rukwa, Geita, Njombe and Simiyu RVTSCs, Two dormitories at Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College*, as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Employer has set aside funds towards the cost of the Services and intends to apply a portion of the proceeds of these funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Employer shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE the parties here to agree as follow:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) Contract;
 - b) Negotiation Minutes
 - c) Notification Letter
 - d) The Special Conditions of Contract;
 - e) The General Conditions of Contract;
 - f) TOR
 - g) Anti Bribery Policy
 - h) Key Personnel

2. The Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract at a contract price of TZS. 867,000,000.00 (Tanzania Shillings Eight Hundred Sixty Seven Million Only) and Local Tax of TZS. 118,260,000.00. (Tanzania Shillings One Hundred Eighteen Million Two Hundred Sixty Thousands Only).
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this contract to be executed in accordance with the laws of Tanzania on the day, month and year indicated above.

For and on behalf of the Employer:-

Signed, sealed and delivered for the Ministry of Education, Science and Technology

by:-

Name: Dr. Lyabwene M. Mtshobwa

Position Held: Ag. PS

Date: 4/1/2022

In the Presence of:-

Name: ANNA H. KALOMA

Qualification: Ag. DSW

Date: 4/1/2022

Signature

For: PERMANENT SECRETARY
MINISTRY OF EDUCATION,
SCIENCE AND TECHNOLOGY
P.O. Box 10, DODOMA

Signature

Signed, for Arusha Technical College

Name: Eng. Faraj Maganin

Position Held: Bureau Manager

Date: 4/01/2022

In the Presence of:-

Name: BERNARD PETER

Qualification: S.A - A

Address: 296, ARUSHA

MANAGER
Production & Consulting Bureau
(ERS Reg. No. 126 L)
Arusha Technical College
P.O. Box 296, Arusha - Tanzania
Tel: +255 27 250 3040
Fax: +255 27 254 8337
Email: atcpcb@atc.ac.tz

Signature

Signature

NEGOTIATION MINUTES

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY



RECORD OF NEGOTIATION MEETING
BETWEEN
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY
AND
ATC – PRODUCTION AND CONSULTING BUREAU

BID NO: ME-024/2020-2021/HQ/C/20

Provision of Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of schedule of Materials and Drawings of Construction works at Rukwa, Simiyu, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction works at Rukwa, Geita, Njombe and Simiyu RVTSCs, Two dormitories at Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College.

DATE: 07TH DECEMBER, 2021

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: *Ministry of Education, Science and Technology*

Tender ID No.: *ME-024/2020-2021/HQ/C/20*

Subject of Procurement: *Provision of Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of schedule of Materials and Drawings of Construction works at Rukwa, Simiyu, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction works at Rukwa, Geita, Njombe and Simiyu RVTSCs, Two dormitories at Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College.*



Method of Procurement: *Single Source Procurement Method*

Date of Negotiation: *11th December, 2021*

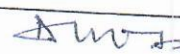



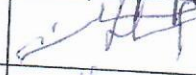

PART 1: RECORD OF NEGOTIATIONS		
	ISSUE	AGREEMENT (WITH FULL DETAILS)
1	Introductions	Chairperson opened meeting at 10:30 local hours. Members introduced themselves from both parties
2	Quoted Price Reduction: To reduce Contract Price from corrected amount of TZS. 1,044,000,000.00 and Local Taxes of TZS. 150,660,000.00 to the reasonable estimated Contract Price.	Agreed to reduce the Post Contract Operation as follows: (i) Staff Remuneration cost as stated in Form 5B3(ii) reduced from TZS. 525,000,000.00 to TZS. 378,000,000.00 (ii) Reimbursable Expenses as stated in Form 5B4(ii) reduced from TZS. 114,000,000.00 to TZS. 84,000,000.00

	<p>Therefore, the agreed Total Contract Price is: TZS. 867,000,000.00 and Local Taxes of TZS. 118,260,000.00.</p> <p>(Grand Total: TZS 985,260,000.00 inclusive of Local Taxes).</p>
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We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: DANIELSON P MUNJA	Name: Eng. Farah Maganig
Position: CHAIR - PERSON	Position: Bureau Manager
Date: 11/12/2021	Date: 11/12/2021

RECORD OF NEGOTIATIONS**Name of the Procuring Entity:** Ministry of Education, Science and Technology**Tender ID No.:** ME-024/2020-2021/HQ/C/20**Subject of Procurement:** Provision of Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of schedule of Materials and Drawings of Construction works at Rukwa, Simiyu, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction works at Rukwa, Geita, Njombe and Simiyu RVTSCs, Two dormitories at Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College.**Method of Procurement:** Single Source Procurement Method**Date of Negotiation:** 11th December, 2021**PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS**

SN	Name	Position	Name of Tenderer /Firm	Signature
1	DANIELSON PAUL ALINJA	CHAIR PERSON	MoEST	
2	MUKA KYANTOO	SECRETARY	MoEST	
3	CLARE - E. SANGA	MEMBER	MoEST	
4	ZABRON SHUA	MEMBER	MoEST	
5	MATILWA S. MATHABALA	MEMBER	MoEST	
6	Eng. Faraji Mwanamwili	Consultant	AFC	

NOTIFICATION/AWARD LETTER

(27)

UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY

Telegrams: "ELIMU"

Tel: 026 296 35 33

Email: info@moe.go.tz

Website: www.moe.go.tz



Government City, Mtumba Area,
Afya Street,
P. O. Box 10,
40479 DODOMA.

In reply please quote:

Ref. No. ME-024/2021-22/HQ/C/20/37

Date: 22nd December, 2021

Principal,
Arusha Technical College,
Nairobi Road, P.O Box 296,
ARUSHA.

**RE: PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION
OF CONSTRUCTION AND FURNISHING WORKS AT 4 RVTSCs AND 2
VOCATIONAL CENTRES**

SUB: Notification of Award

Reference is made to the above heading.

2. Pursuant to Section 60 (5) of Public Procurement Act of 2011 and its Amendment of 2016. The Ministry of Education, Science and Technology wishes to inform you that your proposal submitted on 10/11/2021 against our Terms of References for Tender No. ME-024/2021-2022/HQ/C/20 for Provision of Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of schedule of Materials and Drawings S of Construction works at Rukwa, Simiyu, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction of Rukwa, Geita, Njombe and Simiyu RVTSCs, Two dormitories at Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College is hereby accepted by us. The tender has been accepted at a total Contract price of TZS. 867,000,000.00 (Tanzania Shillings Eight Hundred Sixty Seven Million Only) and Local Tax of TZS. 118,260,000.00. (Tanzania Shillings One Hundred Eighteen Million Two Hundred Sixty Thousands Only).

3. Kindly be prepared for signing of the contract.

4. Thank you for your continued cooperation.

Dr. Leonard D. Akwilapo
PERMANENT SECRETARY

Copy to:

The Controller and Auditor General,
Audit House, 4Ukaguzi Road,
P.O. Box 950,
41104 Tambukareli
DODOMA.

The Director,
Technical Audit Unit,
Ministry of Finance,
P.O. Box 9111,
DAR ES SALAAM

The Attorney General,
Ministry of Justice and Constitutional Affairs,
P.O. Box 630,
DODOMA

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

SPECIAL CONDITION OF CONTRACT

B. Special Conditions of Contract

SCC	Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.1(a) and 3.1	The Contract shall be construed in accordance with the laws of Tanzania
2	4.1	The language is: English
3	6.1 and 6.2	<p>The addresses are:</p> <p>Employer : Permanent Secretary, Ministry of Education, Science and Technology, Government City- Afya Street, Mtumba Area, P.O. Box 10, 40479 Dodoma</p> <p>Client: Ministry of Education, Science and Technology, Government City- Afya Street, Mtumba Area, P.O. Box 10, 40479 Dodoma</p> <p>Attention : IMF COVID 19 Project Coordinator, Ministry of Education, Science and Technology, Government City- Afya Street, Mtumba Area, P.O. Box 10, 40479 Dodoma</p> <p>Phone Number : <u>+255 764910161</u> E-mail (where permitted): <i>noel.mbonde@moe.go.tz</i></p> <p>Service Provider : Arusha Technical College Nairobi Road, P.O Box 296, Arusha- Tanzania Attention : Project Manager ATC – Production And Consulting Bureau (Faraji M. Magania) Facsimile : +255764859545 E-mail (where permitted) : <i>atcpch@atc.ac.tz</i></p>
4	8.1	<p>The Client warrants that the Consultant, its associate and the Personnel shall pay (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;</p>

		<p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p>
5	9.1	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
6	11.1	Effective date is the date of signing the contract by the two parties
7	12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be thirty (30) calendar days</p>
8	13.1	<p>Commencement of Services:</p> <p>The number of days shall be Fourteen (14) days</p> <p>Confirmation of Key Experts' availability to start the</p>

		Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
9	14.1	<p>Expiration of Contract:</p> <p>The time period for execution of contract shall be 7 Months (28 weeks) after the effective date</p>
10	21.1.3	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
11	23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds <i>three</i> times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law" of the Client's country</p>
12	24.1	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the United Republic by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>Tshs 1.0 Million</i></p>

		<p>(b) Third Party liability insurance, with a minimum coverage of <i>Tshs 500,000</i>.</p> <p>(c) professional liability insurance, with a minimum coverage of Equal to the contract value</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; <i>Rates applicable by Law</i> and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
13		The time period shall be 7 Calendar Months.(28 weeks)
14	27.2	Neither Party shall use these contract documents for purposes unrelated to this Contract without the prior written approval of the other Party.
15	38.1	<p>The Contract price is fixed: TZS. 867,000,000.00 (Tanzania Shillings Eight Hundred Sixty Seven Million Only) and Local Tax of TZS. 118,260,000.00. (Tanzania Shillings One Hundred Eighteen Million Two Hundred Sixty Thousands Only).</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant.</p>
16	39.1 and 39.2	<p>The client is liable to any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after</p>

		<p>having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country) or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon</p>				
17	40.1	<p>The ceiling in local currency is: TZS. 867,000,000.00 (Tanzania Shillings Eight Hundred Sixty Seven Million Only) and Local Tax of TZS. 118,260,000.00. (Tanzania Shillings One Hundred Eighteen Million Two Hundred Sixty Thousands Only).</p>				
18	41.	<p>The accounts are: for foreign currency or currencies: N/A for local currency:</p> <p>A/C NAME : ATC Product and Consultant A/C No. 01J1099202800 CRDB- Arusha Branch</p> <p>Payments shall be made according to the following schedule:</p> <table><tr><th>Description</th><th>Pre And Post Contracts Payments And Deliverables</th></tr><tr><td>Mode of Payments</td><td><p>a) At Pre-contract stage (60%) of the contract sum will be paid as per breakdown below:</p><p>i) First Payment (15%) of the contract sum will be paid upon submission of Inception Report for the project.</p><p>ii) Second Payment (30%) of the contract sum will be paid upon submission of Draft Final report for the project. (Geotechnical, Topography, ESIA report,</p></td></tr></table>	Description	Pre And Post Contracts Payments And Deliverables	Mode of Payments	<p>a) At Pre-contract stage (60%) of the contract sum will be paid as per breakdown below:</p> <p>i) First Payment (15%) of the contract sum will be paid upon submission of Inception Report for the project.</p> <p>ii) Second Payment (30%) of the contract sum will be paid upon submission of Draft Final report for the project. (Geotechnical, Topography, ESIA report,</p>
Description	Pre And Post Contracts Payments And Deliverables					
Mode of Payments	<p>a) At Pre-contract stage (60%) of the contract sum will be paid as per breakdown below:</p> <p>i) First Payment (15%) of the contract sum will be paid upon submission of Inception Report for the project.</p> <p>ii) Second Payment (30%) of the contract sum will be paid upon submission of Draft Final report for the project. (Geotechnical, Topography, ESIA report,</p>					

			<p>Drawings and Schedule of Material for Simiyu, Njombe and Geita. Schedule of Material for Rukwa, Morogoro and ATC Block)</p> <p>iii) Third/Final Payment (15%) of the contract sum will be paid upon submission of Final Report for the project. (Geotechnical, Topography, ESIA report, Drawings and Schedule of Material for Simiyu, Njombe and Geita. Schedule of Material for Rukwa, Morogoro and ATC Block)</p> <p>b) At Post-contract stage (40%) of the contract sum will be paid as per breakdown below: -</p> <p>i) First Payment (15%) of the contract sum will be paid upon submission of Progress Reports for the project provided that, the total executed works are completed at roofing stage</p> <p>ii) Second Payment (15%) of the contract sum will be paid upon submission of Progress Reports for the project provided that, the total executed works are completed at painting stage</p> <p>iii) Third/Final Payment (10%) of the contract sum will be paid upon submission of Final Reports, Final Accounts and Practical Completion Certificates for all sites for the project provided that, the total executed works are completed by 100%.</p>
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		<p>Deliverables</p> <p>a) At Pre-contract stage the deliverables will be: -</p> <ul style="list-style-type: none"> i) Inception Report for the project as per ToR ii) Draft Final report for the project. iv) Final Report <p>b) At Post-contract stage the deliverables will be:</p> <ul style="list-style-type: none"> i) First Progress Reports when total works are executed and completed at roofing stage ii) Second Progress Reports when total works are executed and completed at painting stage iii.) Final Reports, Final Accounts and Practical Completion Certificates when total works are executed and completed by 100%
19	42.1	The interest rate is: Not Applicable
20		<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Tanzania Institute of Arbitrators for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Tanzania Institute of Arbitrators shall appoint, upon the request of either Party and from such list or

		<p>otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Tanzania Institute of Arbitrators;</p> <p>(c) If, in a dispute subject to one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Tanzania Institute of Arbitrators to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
21		<p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Tanzania Institute of Arbitrators (NCC & TIA) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed, hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the home country of any of their Members or Parties or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant or of any of their Members or Parties; or</p> <p>(b) the country in which the Consultant's or any of their Members' or Parties' principal place of business is located; or</p>

		<ul style="list-style-type: none"> (c) the country of nationality of a majority of the Consultant's or of any Members' or Parties' shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.
22	45	<p>Miscellaneous. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Tanzania; (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

C. General Conditions of Contract

GENERAL PROVISIONS

1. Definitions
- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
 - (b) "Bank" means the African Development Bank, the African Development Fund and the Nigeria Trust Fund as the context may require.
 - (c) "Borrower The United Republic of Tanzania" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.
 - (d) "Client" means *the Ministry of Education, Science and Technology* agency that signs the Contract for the Services with the Selected Consultant.
 - (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) "Day" means a working day unless indicated otherwise.
 - (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

-
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.
 - (k) "GCC" means these General Conditions of Contract.
 - (l) "Government" means the government of the Client's country.
 - (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
 - (o) "Local Currency" means the currency of the Client's country.
 - (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
 - (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
 - (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
 - (t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
 - (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

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| 2. Relationship between the Parties | 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized | 9.1. Any action required or permitted to be taken, and any |

Representatives		document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. Corrupt and Fraudulent Practices	10.1.	The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2.	The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1.	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1.	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1.	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract	14.1.	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

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15. Entire Agreement 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
17. Force Majeure
- a. Définition 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of 17.4. The failure of a Party to fulfill any of its obligations

Contract

hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (c) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

- 19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- b. By the Consultant
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch

or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law

- 20.4. The Consultant shall perform the Services in accordance

Applicable to Services	with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
21. Conflict of Interests	<p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <p>(a) as a matter of law or official regulations, [the Borrower's/Beneficiary's] country prohibits commercial relations with that country; or</p> <p>(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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the</p>

account of the Client.

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| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| 22. Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 23. Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| 24. Insurance to be Taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall |

ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the

Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of
Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

**30. Replacement of
Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of
Experts or Sub-
consultants**

- 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

**32. Assistance and
Exemptions**

- 32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:
 - (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (e) Assist the Consultant and the Experts and any Sub-

		consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
	(f)	Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
	(g)	Provide to the Consultant any such other assistance as may be specified in the SCC.
33. Access to Project Site	33.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
34. Change in the Applicable Law Related to Taxes and Duties	34.1	If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
35. Services, Facilities and Property of the Client	35.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at

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- the times and in the manner specified in said Appendix A.
- 36. Counterpart Personnel**
- 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation**
- 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price**
- 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.
- 39. Taxes and Duties**
- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of**
- 40.1 Any payment under this Contract shall be made in the

Payment		currency (ies) of the Contract.
41. Mode of Billing and Payment	41.1	The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
	41.2	The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
	41.2.1	<u>Advance payment:</u> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
	41.2.2	<u>The Lump-Sum Installment Payments.</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
	41.2.3	<u>The Final Payment:</u> The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall

thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on
Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

**44. Amicable
Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

**45. Dispute
Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

I. ELIGIBILITY

46. Eligibility

46.1 The proceeds of any Bank's financing shall be used to cover services, provided by Consultant's Experts, from Eligible Countries.

"Eligible Countries" shall mean: (a) in the case of the African Development Bank and the Nigeria Trust Fund, the member countries of the African Development Bank; and (b) in the case of the African Development Fund, any country.

Consultant's Experts from non-Eligible Countries offering services are not eligible, even if they offer these from Eligible Countries. Any waiver to this rule will be in accordance with the Articles 17(1)(d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

D. TERMS OF REFERENCE

**UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY**



TERMS OF REFERENCE

FOR

**PROVISION OF CONSULTANCY SERVICE FOR CONDUCTING ESIA,
GEOTECHNICAL AND TOPOGRAPHICAL SURVEY, DESIGN REVIEW AND
PREPARATAION OF SCHEDULE OF MATERIALS FOR RUKWA, SIMIYU, GEITA,
NJOMBE REGIONAL VOCATIONAL TRAINING SERVICES CENTERS AND
SUPERVISION OF CONSTRUCTION OF RUKWA, GEITA, NJOMBE AND SIMIYU
RVTSCs, MOROGORO VOCATIONAL TEACHRS TRAINING CENTRES AND
FOUR STOREY BUILDING AT ARUSHA TECHNICAL COLLEGE**

OCTOBER, 2021

1.0 BACKGROUND

The Government of Tanzania has set aside Development Funds for the operation of the Ministry of Education, Science and Technology during the financial year 2021/2022. It is intended that part of the proceeds will be used to cover eligible payment under the contract for Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of Cost Estimates, Preparation of Bidding documents for Rukwa, Simiyu, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction of Rukwa, Geita, Njombe and Simiyu RVTSCs, Two dormitories at Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College, whose main development objective is *to develop skills for youth and adults*.

2.0 OBJECTIVE OF THE ASSIGNMENT

General Objective

The general objective of the assignment is to provide Pre and Post contract Consultancy Service for Conducting ESIA, Geotechnical and Topographical Survey, Design Review and Preparations of Cost Estimates, Preparation of Bidding documents for Rukwa, Geita, Njombe Regional Vocational Training Services Centers and Supervision of Construction of Rukwa, Geita, Njombe and Simiyu RVTSCs, Morogoro Vocational Teachers Training Centres and Four Storey Building at Arusha Technical College shown below, in an effort of having modern infrastructure and environmental-friendly working and living atmosphere to members of staff, students and other stakeholders.

The Consultant shall accomplish this assignment by assisting the MoEST in administering and supervising the construction and rehabilitation works to project close-out stage.

Size of the assignment

Table 1: List of Colleges

S/N	NAME	REGION	REMARKS
1	Simiyu RVTSC	Simiyu	New construction works
2	Njombe RVTSC	Njombe	New construction works
3	Geita RVTSC	Geita	New construction works
4	Rukwa RVTSC	Rukwa	Completion works
5	Morogoro Vocational Teachers Training Center	Morogoro	Completion works
6	Arusha Technical College- Four Storey Building for Classroom, Laboratories and Offices	Arusha	Completion works

3.0 TASKS/ACTIVITIES OF THE CONSULTING ASSIGNMENT

The main objective of the assignment is to procure *Pre and Post-contract building consultancy services*. The main tasks shall include but not limited to: -

- a) Conducting *Environment Social Impact Assessment, Geotechnical and Topographical Survey*;
- b) Review and Update Sketches Design and Site Layout;
- c) Prepare Schedule of Material as per PPRA usage for Force Account and in order to have a true reflection of the project cost. This will form a base for drawing up a realistic procurement plan;
- d) Carry out Supervision of construction works and finishing works using Force Account from inception to completion in collaboration with MoEST in-house Technical team; and
- e) Prepare *Maintenance plan*.

4.0 SCOPE OF SERVICES

4.1 Project definition and scope of services

The general assignment shall comprise consulting services in Architectural, Engineering and Quantity Survey disciplines. The works involved is mainly expected to be new construction and completion of construction of buildings. The Consultant shall update existing design, develop a '*Schedule of Material*' help in the interview and selection of '*Local Fundis*' and supervise the construction works.

4.2 Review and update of the design works

The Consultant will in this regard provide reviewed and updated detailed architectural designs on the building to be constructed and this will include:

- i) Preparation of the reviewed and updated architectural design of the building following acceptable modern professional standards. The initial sketch design produced to scale of 1:200 will have to be approved by Client before embarking on the production of full working drawings at scales of 1:100, 1:50, 1:20 and 1:10 as the need arises. Such drawings will include plans, sections, elevations and associated details as appropriate. The architectural details should also cover hard (pavements) and soft (grass) landscaping as this is also an important aspect of the project.
- ii) Prepare all the necessary designs and detailing of the services required. This will involve electrical installation, telephone services and water reticulation system. The Consultant/contractor will provide necessary drawings for trunking and ducting that will

accommodate the centralized Information Technology system. The appropriate specifications and Bills of Quantities for all these services will be prepared by the Consultant.

- iii) The Consultant will in liaison with the Client submit to the relevant local authorities all the relevant designs, calculations and drawings to enable the local authorities issue the required building permits well in advance of the commencement of the constructions activities on site; and he/she will supervise the actual construction works.
- iv) Assess the environmental impacts of the proposed project and the situation that may be created as a result of construction activities or could arise later. The Consultant will consider the provisions of the Environmental Management Plan, as well as the provisions of the Environmental Law and other positive environmental regulations in Tanzania.
- v) Consultant will propose a solution to enable the access to building for disabled persons. The Consultant will consider the best practice and positive legal regulations in Tanzania regarding the rights of the disabled persons.

4.3 Preparation of documents

The Consultant shall prepare plans, sections, elevations and detailed drawings for the building covering architectural, structural, civil and other services. This will be followed by preparation of specifications and bills of quantities.

The Consultant will also prepare the costs based on the design in the form of Schedule of Material by considering the prevailing market rates around the project location. The estimate shall be treated with high confidentiality and submitted to the Client accordingly.

4.4 Supervision of the works

The Consultant shall provide all site and backup staff and exercise all necessary architectural, engineering, surveying, quantity surveying, quality and financial control of the construction works in accordance with the approved designs, specifications and contract documents including the following: -

- i) Provide day to day supervision of the works in terms of quality and quantity and arrange for monthly progress report;
- ii) Undertake all the necessary material tests before they are incorporated into the works; such tests may be done directly by him or by other approved competent entities at his cost;
- iii) Check the setting out of the works to make sure that construction conform to the standard practice, plumbing, waste water, drainage works and levelling as per the designs;
- iv) Check measured or estimated quantities of work completed and certify payment certificates for interim payment to be effected by the Client;
- ii) Provide continuous liaison with the Client on all possible changes on the designated scope of works;

- vi) Keep updated all records including reports, site diaries, correspondence, instructions given to Contractor, test records, measurement and quantity calculations, payment records and all other relevant documents pertaining to the supervision of the works;
- vii) Record all claims and submit recommendations to the Client for review and ultimate settlement, if justifiable;
- viii) Prepare acceptable monthly/periodic project reports as per formats presented by the Client;
- ix) Arrange fortnight site meetings to be attended by all concerned parties and/or any other management meeting as may be deemed necessary;
- viii) Prepare Project Final Accounts;
- xi) Prepare and submit to the Client the final payment certificate for the completed works;
- xii) Prepare and compile As-Built-Drawings; and
- xiii) Prepare a final report for the works.

4.5 Cost Estimates

A detailed Cost Estimate and brief summary of the project shall be submitted showing total infrastructure requirement. Therefore, the Team is required to advice how to distribute the budget.

4.6 Consultancy fees

A detailed fee proposal to be submitted.

5.0 DELIVERABLES

The Team shall prepare and submit to MoEST the following reports and Documents hereunder. They shall be in English and in a format and quantity approved by the Client.

5.1 Pre-Contract

5.1.1 Documents

The Team shall prepare and submit four sets of proposed Contract Documents, comprising reviewed and updated Drawings, Specifications and Schedule of Materials in electronic soft copy format on a CD. There shall be two separate CDs in editable and un-editable formats. Five (5) sets of Drawings Handbook of site layout shall also be submitted in both CD formats and hardcopies. For compatibility reasons with Client's equipment, the consultant shall submit soft copy drawings in ArchiCAD format in a RW CD. In addition, the Team shall submit to the client some perspective view drawings, in CD format and in three each of A₀, and A₃ hardcopies.

5.1.2 Reports

The Team shall prepare and submit three sets of reports; i.e. **inception report**, **Draft final report** and **final report**.

a) Inception report

Inception report is designed to give the Client confidence the assignment can be carried out as planned and as agreed upon in the contract. The

report shall include but not limited to professional staff deployed and detailed involvement of staff in execution of duties. The report should also bring to its attention major problems that might affect the direction and progress of the work if any. The inception report for the design phase shall be submitted to Client in three (3) copies within 14 days of the commencement of the assignment. The Client shall review and approve the report within a period of (7) calendar-days and enable the Consultant to proceed with the next stage in the assignment.

b) Draft final report

Draft final reports may include an outline review of existing designs if any including site layouts, specifications and preliminary cost. The report will be discussed with MoEST while in draft form for more input if any. The Teams will use such inputs to improve the draft final report discussed.

c) Final Report-Pre-Contract

The final report should be due on the Pre-Contract assignment. The report will include all the inputs made by MoEST if any. A physical presentation in *power point* format will be part of Final Report.

5.2 Post-Contract

5.2.1 Contract Management and Supervision

The consultant will undertake supervision of construction works under the Contract Management of MoEST. MoEST will form and use In-House technical team for guidance in Contract Management

5.2.2 Completion report and Practical Completion Certificates

The report should be due on completion of the Post- contract assignment. The report will be discussed while it is still in draft form for MoEST input if any. A physical presentation in Power point format will be part of Final Report. Upon completion of the project, consultant will prepare practical completion certificate and handling over to the project committee

5.3 Additional Services

The consultant shall provide any other additional services in the execution of both Pre and Post Contract Services and works if so required by the client, at the rates under conditions applicable in the Contract.

6.0 KEY EXPERT'S QUALIFICATIONS AND LEVEL OF EFFORT

Table 2: Key expert's qualifications

Category of Consultant	Qualifications and Experience of key experts
Team Leader (3)	The Team Leader shall be an Architect or Engineer or Quantity Surveyor with a minimum qualification of Bachelor Degree or equivalent in Civil Engineering/Construction Management/Architecture/ Building Economics/Quantity Surveying. A minimum of 10 years of general experience is required and experience on projects of similar nature is an added advantage as well as good communication and interpretation skills and working knowledge of ICT applications. Registration as a professional by relevant Board is necessary
Architect (2)	Bachelor Degree or equivalent in Architectural Studies with a minimum of 8 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Principal Engineer (1)	Bachelor Degree or equivalent in Building/Civil/Structural Engineering with a minimum of 8 years of general experience. Experience on projects of similar nature is an

		added advantage Registration as a professional by relevant Board is necessary.
Engineer (1)		Bachelor Degree or equivalent in Building/Civil/Structural Engineering with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Principal Surveyor (1)	Quantity	Bachelor Degree or equivalent in Building Economics/Quantity Surveying with a minimum of 7 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Quantity Surveyor (1)		Bachelor Degree or equivalent in Building Economics/Quantity Surveying with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Services Engineer (Mechanical/Sanitation) (2)		Bachelor Degree or equivalent in Public health/Environmental Engineering with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Services Engineer (Electrical) (2)		Bachelor Degree or equivalent in Electrical Engineering with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
ICT Engineer (1)		Bachelor Degree or equivalent in ICT systems with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Geotechnical Engineer (1)		Bachelor Degree or equivalent in Electrical Engineering with a minimum of 8 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Land Surveyor (1)		Bachelor Degree or equivalent in Land Surveying with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
Clerk of works (12)		Bachelor Degree or equivalent in Civil Engineering, architecture or Quantity surveying with a minimum of 3

years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional by relevant Board is necessary.
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Note :

Staff Man month input specified is for 4 RCTSC, MVTCC & ATC.

Note 2:

7.0 IMPLEMENTATION TIME FRAME AND SCHEDULE

7.1 Time frame

The overall time frame for implementation of consultancy works for design and supervision of rehabilitation and construction of seven FDC's is estimated at a total of **7 calendar months** (1-Month Design and BoQ, 6-Supervision) starting from the date of commencement of Consultant's assignment. The defect liability period shall be extended to a period of six (6) calendar-months after completion of works.

7.2 Implementation Schedule

The breakdown of the estimated time frame and implementation schedule for the proposed construction is set out in the table below:

Table 3: Implementation time frame for Pre and Post Contract

Item	Activity description	Duration (months)
1	Pre Contract Stage	
	Scheme Design and Preliminary Cost Estimates	0.5
	Detailed Design and Detailed Cost Estimates	0.5
2	Post Contract Stage	
	Supervision of new Construction and Rehabilitation Works	6
	Total duration	7

8.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

8.1 Information to be provided by the Client

The Client will provide basic data needed to facilitate the assignment; these include assistance on matters related to administration as required for carrying out the work and liaison necessary for this purpose. In addition, the Team will have access to all available information required to accomplish the assignment.

A pre-briefing meeting will be held at MoEST headquarters with prospective consultants in order to make them become aware and familiar with this assignment.

During carrying out of Detailed Physical Condition Survey, the Team will be guided by the respective MoEST officials. Likewise, on technical issues regarding the documentation will liaise with MoEST in-house technical team.

8.2 Facilities not provided by the Client

The Consultants shall make their own arrangements for all necessary office services, transportation, communication, equipment, tools, testing and related facilities etc. in connection with the services to be provided while executing the assignment.

9.0 QUALIFICATION REQUIREMENTS

The Consultancy services and Works for this assignment will be undertaken within a range of period stated in *table 3*. **Early completion of this assignment is**

highly desired. Therefore, the Teams proposal should strictly observe and consider this targeted **critical path timeline**.

10.0 PAYMENT MODE

Payment will be made with respect of the following deliverables:-

Description	Pre And Post Contracts Payments And Deliverables
Mode of Payments	<p>c) At Pre-contract stage (60%) of the contract sum will be paid as per breakdown below:</p> <ul style="list-style-type: none"> iv) First Payment (15%) of the contract sum will be paid upon submission of Inception Report for the project. v) Second Payment (30%) of the contract sum will be paid upon submission of Draft Final report for the project. (Geotechnical, Topography, ESIA report, Drawings and Schedule of Material for Simiyu, Njombe and Geita. Schedule of Material for Rukwa, Morogoro and ATC Block) vi) Third/Final Payment (15%) of the contract sum will be paid upon submission of Final Report for the project. (Geotechnical, Topography, ESIA report, Drawings and Schedule of Material for Simiyu, Njombe and Geita. Schedule of Material for Rukwa, Morogoro and ATC Block) <p>d) At Post-contract stage (40%) of the contract sum will be paid as per breakdown below: -</p> <ul style="list-style-type: none"> iv) First Payment (15%) of the contract sum will be paid upon submission of Progress Reports for the project provided that, the total executed works are completed at roofing stage v) Second Payment (15%) of the contract sum will be paid upon submission of Progress Reports for the project provided that, the total executed works are completed at painting stage

	vi) Third/Final Payment (10%) of the contract sum will be paid upon submission of Final Reports, Final Accounts and Practical Completion Certificates for all sites for the project provided that, the total executed works are completed by 100% .
Deliverables	<p>a) At Pre-contract stage the deliverables will be: -</p> <ul style="list-style-type: none"> i) Inception Report for the project as per ToR ii) Draft Final report for the project. iv) Final Report <p>b) At Post-contract stage the deliverables will be:</p> <ul style="list-style-type: none"> i) First Progress Reports when total works are executed and completed at roofing stage iii) Second Progress Reports when total works are executed and completed at painting stage iii.) Final Reports, Final Accounts and Practical Completion Certificates when total works are executed and completed by 100%

11.0 CONTRACT ADMINISTRATION AND SUPERVISION

The Employer will be responsible for the overall management of the assignment including approval of deliverables and invoices from the Consultant.

ATTACHEMENT1: Bank Policy – Corrupt and Fraudulent Practices

[“Notes to the Client”: this section 6 shall not be modified]

It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank Financing), consultants and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts¹. In pursuance of this policy, the Bank:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) "obstructive practice" is

¹ In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage, is improper.

² For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing selection decisions

³ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution, and the "act or omission" is intended to influence the selection process or contract execution.

⁴ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish contract prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.22(e) below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Financing were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures⁶, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷ as sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank, and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanctions proceeding.

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either: (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services, or (ii) appointed by the Borrower.

- (e) will require that a clause be inserted in the RFP and in contracts financed by the Bank, requiring consultants and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

**E. BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE
PROGRAMME**

MEMORANDUM (Format 1)

UNDERTAKING BY CONSULTANT ON ANTI - BRIBERY POLICY / CODE
OF CONDUCT AND COMPLIANCE PROGRAMME

(Made under Regulation 78(2) of the Public Procurement (Selection and Employment of Consultants) Regulations, 2013 - Government Notice No. 446 of 2013)

I ATC-PUB (name of Consultant) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. I am pleased to confirm that I will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with my proposal, or in the subsequent performance of the contract if I am successful.

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

Authorized Signature: _____

Name and Title of Signatory: Eng. Faraji Magania, Bureau Manager

Name of Consultant: ATC- Production & Consulting Bureau

Address: P. O. Box, 296 - Arusha



MEMORANDUM (Format 2)

UNDERTAKING BY CONSULTANT ON ANTI - BRIBERY POLICY / CODE
OF CONDUCT AND COMPLIANCE PROGRAMME

(Made under Regulation 78(2) of the Public Procurement (Selection and Employment of Consultants) Regulations, 2013 - Government Notice No. 446 of 2013

I ATC-PCB (name of consultant) have issued, for the purposes of this proposal, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that I will comply to the No-bribery commitment given in this statement, as well as by all third parties working with me on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers")

Authorized Signature: _____

Name and Title of Signatory: Eng. Farasi Maganira, Bureau Manager

Name of Consultant: ATC- Production & Consulting Bureau

Address: P. O. Box 296 - Arusha



F. KEY PERSONNEL

Form 5B3(i): Breakdown for Professional Staff Remuneration for pre-contract stage-RVTSCs+MVTTTC+ATC						
S/N	Name of Professional Staff	Position	Staff-month Rate(TZS)	Staff Month Input		Sub Cost for each staff(TZS)
				Field	Home	
1	Eng. Dr. Richard Masika	Team Leader	12,000,000.00	0.50	1.50	24,000,000.00
2	Arch. MSUYA,Abdulkarim.	Team Leader (Architect Architect)	12,000,000.00	0.50	1.50	24,000,000.00
3	Qs. Jackson Luka	Team Leader (Principal Quantity Surveyor)	12,000,000.00	0.50	1.50	24,000,000.00
4	Qs. Nestory Robert	Quantity Surveyor	12,000,000.00	0.50	1.50	24,000,000.00
5	Arch. John Richard	Architect	12,000,000.00	0.50	1.50	24,000,000.00
6	Eng. Stephen Mhina	Principal Engineer	12,000,000.00	0.50	1.50	24,000,000.00
7	Eng. Saidi Bungara	Engineer	12,000,000.00	0.50	1.50	24,000,000.00
8	Eng. Lait .A. Simukanga	Environmental Engineer	12,000,000.00	1.00	1.50	30,000,000.00
9	Eng Raphael H. L. Ngeve	Service Engineer (Electrical)	12,000,000.00	1.00	1.00	24,000,000.00
10	Eng. Dani Mayala	Service Engineer (Electrical)	12,000,000.00	0.25	1.00	15,000,000.00
11	Eng. Jalalya Mabojano	Geotechnical Eng.	12,000,000.00	1.00	1.50	30,000,000.00
12	Eng. Nicolaus Mhusa	Service Engineer (Electrical)	12,000,000.00	0.25	0.75	12,000,000.00
13	Mr. Baraka Mtakati	ICT Expert	12,000,000.00	0.25	0.50	9,000,000.00

14	Jacob Z Moshi	Topographical surveyor	12,000,000.00	1.50	0.50	24,000,000.00
15	William E Karunia	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
16	Elia Kidolezi	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
17	Eng. Maulid Anosisye	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
18	Eng. Azizi Gendo	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
19	Eng. Elineema Msuya	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
20	Arch. Allan Ngoma	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
21	Qs. Kanyika Lusato	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
22	Wilson Kambikie	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
23	Eng. Dani Maloda	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
24	Arch. Christopher Minzi	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
25	Jeremiah P. Longido	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
26	Hassan Senema	Clerk of Works (Site Supervision)	5,000,000.00	-	-	-
	Total Staff Remuneration					312,000,000.00

Form 5B3(ii): Breakdown for Professional Staff Remuneration for post-contract stage-RVTS-Cs+MV TTC+ATC

S/N	Name of Professional Staff	Position	Staff-month Rate(TZS)	Staff Month Input		Sub Cost for each staff(TZS)
				Field	Home	
1	Eng. Dr. Richard Masika	Team Leader	12,000,000.00	1.50	1.00	30,000,000.00
2	Arch. MSUYA,Abdulkarim.	Team Leader (Architect Architect)	12,000,000.00	1.50	1.00	30,000,000.00
3	Qs. Jackson Luka	Team Leader (Principal Quantity Surveyor)	12,000,000.00	1.50	1.00	30,000,000.00
4	Qs. Nestory Robert	Quantity Surveyor	12,000,000.00	1.50	0.50	24,000,000.00
5	Arch. John Richard	Architect	12,000,000.00	1.50	0.50	24,000,000.00
6	Eng. Stephen Mhina	Principal Engineer	12,000,000.00	1.50	0.50	24,000,000.00
7	Eng. Saidi Bungara	Engineer	12,000,000.00	1.50	0.50	24,000,000.00
8	Eng. Lait .A. Simukanga	Environmental Engineer	12,000,000.00	1.50	0.50	24,000,000.00
9	Eng Raphael H. L. Ngeve	Service Engineer (Electrical)	12,000,000.00	0.75	0.25	12,000,000.00
10	Eng. Dani Mayala	Service Engineer (Electrical)	12,000,000.00	0.50	0.50	12,000,000.00
11	Eng. Jalalya Maboiano	Geotechnical Eng.	12,000,000.00	1.50	0.50	24,000,000.00
12	Eng. Nicolaus Mhusa	Service Engineer (Electrical)	12,000,000.00	0.75	0.25	12,000,000.00

13	Mr. Baraka Mtakati	ICT Expert	12,000,000.00	0.25	0.25	6,000,000.00
14	Jacob Z Moshi	Topographical surveyor	12,000,000.00	0.50	0.25	9,000,000.00
15	William E Karumia	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
16	Elia Kidolezi	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
17	Eng. Maulid Anosisye	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
18	Eng. Azizi Gendo	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
19	Eng. Elineema Msuya	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
20	Arch. Allan Ngoma	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
21	Qs. Kanyika Lusato	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
22	Wilson Kambikie	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
23	Eng. Dani Maloda	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
24	Arch. Christopher Minzi	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
25	Jeremiah P. Longido	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
26	Hassan Senema	Clerk of Works (Site Supervision)	5,000,000.00	4.00	-	20,000,000
	Total Staff Remuneration					345,000,000.00