

UNITED REPUBLIC OF TANZANIA MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY



MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY AND

M/S MUST CONSULTANCY BUREAU (MCB)

PROVISION OF CONSULTANCY SERVICES FOR DESIGN REVIEW REVIEW OF SCHEDULE OF MATERIALS AND SUPERVISION OF CONSTRUCTION FOR 5 DORMITORIES,1 LECTURE THEATRE AND 16 CLASSROOMS IN 8 TEACHER TRAINING COLLEGES

TENDER No: ME/024/2021/2022/HQ/C/01-B/COVID

January,2022

CONTRACT

This CONTRACT (hereinafter called the "Contract") is made this.......day of....., 2022, between Permanent Secretary, Ministry of Education, Science and Technology Government City, Mtumba Area, Afya Street, P.O. 10, 40479 – DODOMA, (hereinafter called the "Employer") on one hand, and M/S. MUST Consultancy Bureau (MCB), P.O. Box 131, Mbeya - Tanzania (hereinafter called the "Service Provider") on the other hand.

WHEREAS

- (a) the Employer has requested the Service Provider to provide Consultancy Services for Design Review of Schedule of Materials and Supervision of Construction for 5 Dormitories, 1 Lecture Hall and 16 Classrooms in 8 Teacher Training Colleges 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 hereto agree as follow:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
- a) Notification Letter
- b) Negotiation minutes
- c) The Special Conditions of Contract;
- d) The General Conditions of Contract;
- e) TOR
- f) Key Personnel
- g) Special power of attorney
- 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. 205,254,700.00 (Say Tanzania Shillings Two Hundred and five Million Two Hundred Fifty-Four Thousand Seven Hundred Only) and local taxes Inclusive
- 3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in this Contract, in particular:

	a) The Service Provider shall carry out the Services in accordance with
	b) The Employer shall made
	b) The Employer shall make payments to the Service Provider in accordance with the provisions of this Contract.
	IN WITNESS whereof the parties hereto have caused this contract to be executed accordance with the laws of <i>Tanzania</i> on the day, month and year indicated above. For and on behalf of the Employer:-
	For and on behalf of the Employer:- Signed, sealed and delivered for the Ministry of Education, Science and
1	Name LOWARD A AKLARI AND
l	Name LEOWARD D. AKWILARD Position Held Eduration Secretary M
	Date 01-2072
	In the Presence of:-
	Name:- ANNA ICATION, MINISTRY FOR EDUCATION,
	Qualification. AJ. DLSY
	Date 07/01/2022
	Signed, for M/S. MUST Consultancy Bureau (MCB) Name:
	Name:
	Position Held Hood, Must Governor Bureau Chured Contract
	Date: 08 01 2022
	In the Presence of:-
	Name: LEDON LNDREW
	Qualification: LENAL OFFICER. (2000000)
	Address: BOX 181 - MBEXA. Signature
	Date: 08 /01 /2020
	MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY BUREAU LIMITED MUST CONSULTANCY BUREAU LIMITED P. O. BOX 131 P. O. BOX 131
	MBEYA UNIVERSIT CONSULTANCY BOX 131.
	Muo. P.O. MBEYA

(A) NOTIFICATION LETTER

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-024/2021-2022/HQ/C/01-B/COVID/46

04th January, 2022

M/S. MUST Consultancy Bureau (MCB), P.O. Box 131, Mbeya.

RE: TENDER NO. ME-024/2021-22/HQ/C/01-B/COVID PROVISION OF CONSULTANCY SERVICES FOR DESIGN REVIEW, REVIEW OF SCHEDULE OF MATERIALS AND SUPERVISION OF CONSTRUCTION FOR 5 DORMITORIES, 1

LECTURE THEATRE AND 16 CLASSROOMS IN 8 TEACHER TRAINING

COLLEGE

SUB: Notification of award/ Letter of Acceptance.

Reference is made to the above heading regarding the bid you submitted to us in respect of the above – mentioned tender.

- 2. Pursuant to Section 60 (5) of Public Procurement Act of 2011 as amended in 2016, the Ministry would like to notify you that, your tender dated 25th November, 2021 for Provision of Consultancy Service for Design Review, Review of Schedule of Materials and Supervision of Construction for 5 Dormitories, 1 Lecture Theatre and 16 Classrooms in 8 Teacher Training College has been accepted by us.
- 3. The tender is accepted at a Contract Price of TZS. 205,254,700.00 (Say Tanzania Shillings Two Hundred and five Million Two Hundred Fifty four Thousand Seven Hundred Only) and local taxes Inclusive
- With this letter be prepared for contract signing.
- 5. Thank you for your cooperation.

Dr. Lyabwene M. Mtahabwa
ACTING PERMANENT SECRETARY

Copy to: The Controller and Auditor General, P.O. Box 9080,

DAR ES SALAAM.

"-" 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.

"-" Commissioner General Tanzania Revenue Authority P.O. Box 11491

DAR ES SALAAM.

(B) NEGOTIATION MINUTES

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: MINISTRY OF EDUCATION, SCIENCE AND

TECHNOLOGY

Tender ID No.: ME-024/2021/2022/HQ/C/01-B/COVID

Subject of Procurement: Provision of Consultancy Servicies for Design Review, Review of Schedule of Materials and Supervision of Construction for 5 Domotories, 1 Lecture Theatre and 16 Classrooms in 8 Teacher Training College.

Method of Procurement: SINGLE SOURCE METHOD

Date of Negotiation: Monday 27/12/2021

PAR	T 1: RECORD OF NEGOTIATIONS
ISSUE	AGREEMENT (WITH FULL DETAILS)
Reduction of the	The Meeting Agreed to reduce the proposal price and
Proposal bid price for	omit Local Tax from Reimbursable Expenses.
the service to be	The final Contract Price for of Consultancy Service
provided	for design review, review of schedule of materials
	and supervision of construction for 5 dormitories,1
	lecture theatre and 16 classrooms in 8 teacher
	training college will be TZS. 205,254,700 Inclusive of
	Local Taxes instead of the previous proposal price of
	TZS. 258,305,000.00 Inclusive of Local Taxes.
Proposed work	The Meeting Agreed the the proposed work to be
programme as stated in	Thirteen (13) Months as follows:
the RFP	i) Seven (7) Months for supervision of construction
	and Six (6) Months for defect liability period.
Submission of	The Meeting Agreed the Consultant to submit
Certificates for all Key	Certificates for all key Personnel/Staff on 28th
Staff	December, 2021.
The original name of the	The Meeting Agreed the Consultant to submit Certificate
Consultancy Firm	of the Consulting Firm named as MUST Consultancy
	Bureau Limited on 28th December, 2021.

APPENDIX I

Proliminary Darian stage				
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		2	Services/Electrical	Eng. Makunja Obeid	и
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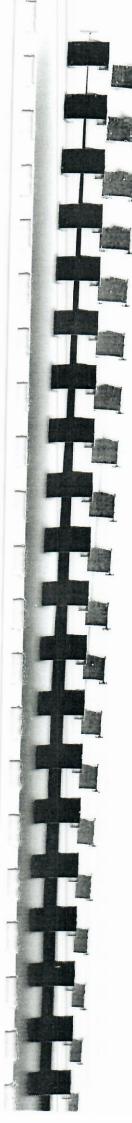
S/N Name	ADD LOCAL TAX18%	7 Mr. Imani Mwalumbwe 8 Eng Mbungula	6 Eng.Omary Shegwando	Katambara. 5 Eng. Makunja Obeid	3 Qs. Herbert Kimboi	2 Arch Arnold Kashiila	S/N Name	ADD LOCAL TAX18%	8 Eng Mbungula GRAND TOTAL	7 Mr. Imani Mwai	5 Eng. Makunja Obeid Bwire.	3 Qs. Herbert Kimboi 4 Prof. Eng Zacharia Katambara.	1 Arch Gogfrey Lameck 2 Arch Arnold Kashula	Name Name
Site Survey, Investigation and Data Collection. Input (Man- months)	Clerk of work	Engineer ICT Expert	Engineer Sanitary/Mechanical	Civil Engineer	Quantity curve		Mobilisa		ICT Expert Clerk of work	Sanitary/Mechanical Engineer	Services/Electrical	Quantity surveyor Civil Engineer	Team Leader	Position
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CURRENCY
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Tanzania Shillings
Tanzania Shillings
Tanzania Shillings COSTS 1,448,100.00 **24,153,100.00** 8,045,000.00 14,660,000.00

1 COST COMPONENT
2 Staff Remuneration
3 Reimbursable Expenses
5 Local Taxes

TOTAL COSTS

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Tendering stage. S/N Arch Gogfrey Lameck 2 Arch Arnold Kashula 3 Qs. Herbert Kimboi 4 Prof. Eng Zacharia Katambara. 5 Eng. Makunja Obeid Bwire. 6 Eng.Omary Shegwando 7 Mr. Imani Mwalumbwe 8 Eng Mbungula GRAND TOTAL ADD VAT 18%
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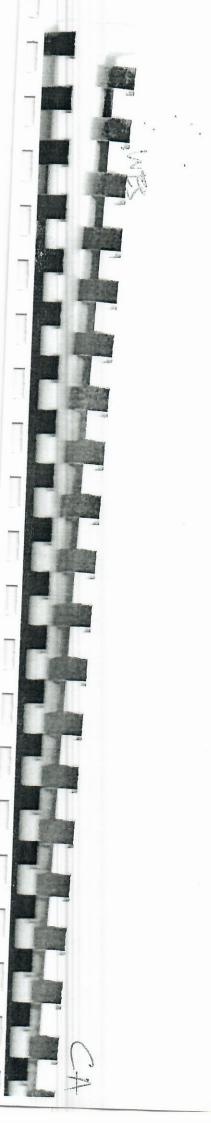
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Committee and the committee an

Reimbusables	Review of schedule of materials Tishs 7 Tendering Tishs 8 Project Supervision. Tishs Defect Liability Period Tishs	1 Mobilization and contract Signing Tishs 3 Site Survey, Investigation and Dat Tishs 4 Data Analysis Review of drawigs Tishs 5	PROVISION OF CONSULTANCY SERVICE FOR DESIGN REVIEW, REVIEW Name of Activity	2 Staff Remuneration CURRENCY VAT Tanzania Shillings 3 Reimbursable Expenses Tanzania Shillings Ta	PROVISION OF CONSULTANCY SERVICE FOR DESIGN REVIEW, RESUMMARY OF COSTS 1 COST COMPONENT
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APPENDIX I

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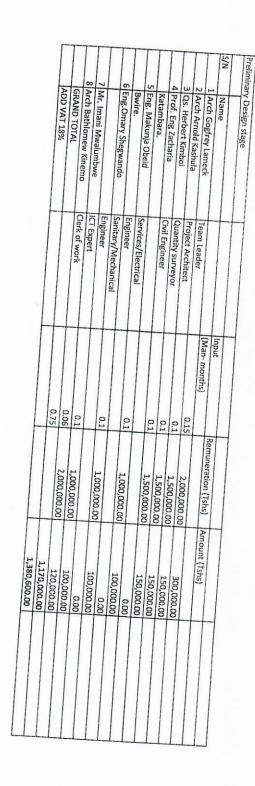
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Supervision of Construction project



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1 Arch Gogfrey Lameck 2 Arch Arnold Kashula 3 Qs. Herbert Kimboi 4 Prof. Eng Zacharia Katambara. 5 Eng. Makunja Obeid Bwire. 6 Eng.Omary Shegwando 8 Mr. Imani Mwalumbwe 9 Arch Bathlomew Kinemo GRAND TOTAL ADD VAT 18%	1 Arch Gogfrey Lameck 2 Arch Arnold Kashula 3 Qs. Herbert Kimboi 4 Prof. Eng Zacharia Katambara, 5 Eng. Makunja Obeid Bwire, 6 Eng.Omary Shegwando 8 Mr. Imani Mwalumbwe 9 Arch Bathlomew Kinemo GRAND TOTAL ADD VAT 18% 5/N Name
Team Leader Project Architect Quantity surveyor Civil Engineer Services/Electrical Engineer Sanitary/Mechanical Engineer ICT Expert Clerk of work	Team Leader Project Architect Quantity surveyor Civil Engineer Services/Electrical Engineer Senitary/Mechanical Engineer ICT Expert Clerk of work
Input	Input (Man-months) 0.2 0.2 0.2 0.2 0.2 0.2 0.15 0.15 0.15 0.15 0.15 0.15
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ADD VAT 18%	8 Mr. Imani Mwalumbwe 9 Arch Bathlomew Kinemo	6 Eng. Omary Shegwando	4 Prof. Eng Zacharia Katambara. 5 Eng. Makunja Obeid	1 Arch Gogfrey Lameck 2 Arch Arnold Kashula	S/N Name	ADD VAIT 18%	8 Mr. Imani Mwalumbwe	5 Eng. Makunja Obeid Bwire. 6 Eng. Omary Shegwando	3 Qs. Herbert Kimboi 4 Prof. Eng Zacharia Katambara.	S/N Name 1 Arch Gogfrey Lameck 2 Arch Arnold Kashula
	ICI Expert	Engineer Sanitary/Mechanical	Quantity surveyor Civil Engineer Services/Floating	Team Leader		Clerk of work	Engineer ICT Expert	Services/Electrical Engineer	Project Architect Quantity surveyor Civil Engineer	Team Leader
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	30,000.00		140,000.00 75,000.00 75,000.00 75,000.00				0.00		400,000.00 300,000.00	Amount (Tshs)

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3 Communication Costs	Hour		0		0
4 Drafting, reproduction of Reports Copy	rts Copy		0		0
5 Equipment,Instruments,e.tc	Nr		0		0
6 Materials, Supplies	N,		0		0
7 Use of Computers, Software	Hour		0		0
3 laboratory Tests	item		0	0	
9 Subcontracts	item		0		0
10 Other Transpotation Costs	Km		0	0	0
GRAND TOTAL					2,200,000.00
site Support Investigation and Data Collection	Tion -				
No. Description	Unit	Unit	Quantity	Unit price in Tshs	Total Amount in
		Cost			Tshs
1 Per diem	Day		4	0.3	
2 Travel expenses	Trip		12	2	
3 Communication Costs	Hour		0	C	0 0
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5 Materials, Supplies	Nr.		0	0	
7 Use of Computers, Software	Hour		0	0 0	
8 laboratory Tests	Item		0		2 5
9 Subcontracts	item .		0		0 0
10 Other Transpotation Costs	Km		0		
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GRAND TOTAL					
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No. Description	Unit	Unit	Quantity	Unit price in Ishs	Tshs
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2 Carried expenses	L'OUT		3		0
a Communication of Par	norte Conv		1	2 50,000.00	0.00
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o equipment, instruments, e.e.			0	0	0
6 Waterials, Supplies	N.		0	0	0
7 Use of Computers, Software	Hour		1	1, 500,000.00	0.00
& laboratory rests	1000		0	0	0
10 Other Transportation Costs	3		0	0	0
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GRAND TOTAL					

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75 000.00	1,500,000.00	0.05		natambara.
75,000.00	1,500,000.00	0.05	Civil Engineer	Katamba Zacharia
75.000.00	1,500,000.00	0.05	Quantity surveyor	A Prof. Coll. Minbol
140,000,00	2,000,000.00	0.07	Project Architect	3 Os Herhert Kimbo
			Team Leader	2 Arch Arnold Sachula
Amount (Tshs)	Kemuneration (Tshs) Am	months)		1 Arch Gogfrey Dec. 1
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				Name
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300,000.00	1,500,000.00	0.2	Civil Engineer	Fireing Zacharia
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400,000 00	2,000,000.00	2.0	Project Architect	3 Os Herhert Vinia
		0.0	leam Leader	2 Arch Arnold Kashiila
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		Input (Man-months)		S/N Name
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0.00			Services/Electrical	Build Makunja Obeid
50 000 00		0.04		S Eng Making Ot
60,000.00	T	0.04	Civil Engineer	Katambara
60,000.00		0.04	Quantity surveyor	4 Prof. Eng Zacharia
80,000.00		0.04	Fi Oject Architect	3 Qs. Herbert Kimboi
		0.04	reall reader	2 Arch Arnold Kashula
Amount (Tshs)	(Styce) more and a style	(Man-months)		1 Arch Gogfrey Lameck
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GRAND IOIAL	Charitansurie Katabaro	Arch listing Vatabase	7 Mr. Imani Mwakimhwa	cis.oriary sitegwando	Eng Omarice	Buire	A The Market of the Control of the C	Katambara	4 Prof Eng Zacharia	3 Os Herhert Kimboi	2 Arch Arnold Kashila	1 Arch Gogfrey	Name	Detail Design stage		GRAND TOTAL	8 Arch Justine Katabaro	7 Mr. Imani Mwalumbwe		6 Eng.Omary Shegwando	Bwire.	5 Eng. Makunja Obeid	Katambara.	4 Prof Eng Zacharia	3 Os Herbert Kimboi	2 Arch Arnold Kashida	Name	Preliminary Design stage		GRAND TOTAL	8 Arch Justine Katabaro	7 Mr. Imani Mwalumbwa	,	6 Eng.Omary Shegwando	Bwire.	5 Eng. Makunia Obeid	Katambara.	4 Prof. Eng Zacharia	3 Qs. Herbert Kimboi	2 Arch Arnold Kashula	1 Arch Gogfrey Lameck	Name
	Clerk of work	ici expert	Engineer	Sanitary/Mechanicai	Engineer	Services/Electrical		Civil Engineer	Quantity surveyor	Project Architect	leam Leader						Clerk of work	ICT Expert	Engineer	Sanitary/Mechanical	Engineer	Servines/Flortrical	CIVII Engineer	Quantity surveyor	Project Architect	Team Leader				CIEIK OF WOLK	Clork of	Eligineer	Salitary/Wechanical	crigineer	ocivices/Electrical	Consideration of the constant	CIVII ENgineer	Civil Engineer	Oliantin content	Project Architect	Team Leader	
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REIMBURS_ABLE BY ACTIVITY		1,000,000.0	0.02	Services/ Electrica:	Rwire	
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REIMBURSABLE BY ACTIVITY	Amount (Tshs)	Remuneration (Tshs)				
REIMBURSABLE BY ACTIVITY					ation Stage	Wiobilis
REIMBURSABLE BY ACTIVITY						
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REIMBURSABLE BY ACTIVITY		2,000,000.0	0	Clerk of work	& Arch Justine Katabaro	T
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REIMBURSABLE BY ACTIVITY	-				Katambara.	I
REIMBURSABLE BY ACTIVITY		1,500,000.0	0.01	Civil Engineer	4 FIGH. EIR Lechdia	T
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REIMBURS ABLE BY ACTIVITY tract Signing Stage Name Position Input Remainseration (Tehal	Allicolic (1888)	Terrett House	months			
tract Si	Amount (Table)	Remineration (Tehel		Position	Name	N/S
REIMBURSABLE BY ACTIVITY					ct Signing Stage	Contrac
					REIMBURSABLE BY ACTIVITY	

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 Mobilization and contract Signing Taks
 Site Survey, Investigation and Day Taks
 Data Analysis
 Review of drawigs
 Taks Project Supervision.

Defect Liability Period 3 Reimbursable Expenses 4 Sub-Total PROVISION OF CONSULTANCY SERVICE FOR DESIGN REVIEW, REVIEW OF OF SCHEDULE OF MATERIALS AND SUPERVISION OF CONSTRUCTION AT TUKUYU TO SUMMARY OF PRICE PER ACTIVITY

Name of Activity Currency Remuneration Reimbursables Total Amount VAT Total Amount For Remuneration & Reimbusables Review of schedule of materials Tshs lendering Tanzania Shillings Tshs Tshs 8,045,000.00 1,448,100.00 10,550,000.00 20,043,100.00 340,000.00 2,750,000.00 535,000.00 395,000.00 345,000.00 635,000.00 1,170,000.00 8,045,000.00 1,875,000.00 1,750,000.00 2,200,000.00 350,000.00 600,000.00 150,000.00 10,550,000.00 100,000.00 Total Amount (Tshs) 18,595,000.00 1,975,000.00 0.00 440,000.00 8,050,000.00 2,285,000.00 2,595,000.00 695,000.00 1,235,000.00 1,320,000.00

SUMMARY OF COSTS

1 COST COMPONENT

2 Staff Remuneration

CURRENCY Tanzania Shillings

COSTS

PROVISION OF CONSULTANCY SERVICE FOR DESIGN REVIEW, REVIEW OF OF SCHEDULE OF MATERIALS AND SUPERVISION OF CONSTRUCTION AT TUKUYU TC

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	75,000.00	1,500,000.00	0.05	Civil Engineer	4 Prof. Eng Zacharia	
		1,500,000.00	0.05	Quantity surveyor	3 Qs. Herbert Kimboi	Γ
	140,000.00	2,000,000.00	0.07	Project Architect	2 Arch Ar nold Kashula	T
			(Similar Molinia)	Team Leader	1 Arch Gogfrey Lameck	T
	Amount (Tshs)	Remuneration (Tshs)	(Man-morth)			П
					S/N Name	N/S

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		1.25		GRAND TOTAL	Zer.
	2,000,000.00	0.5	Clerk of work	9 Arch Israel J. Mayage	-
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0.00				Katambara.	
	1,500,000,00	0.2	Civil Engineer	4 Prof. Eng Zacharia	
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	1,500,000.00	0.2	Project Architect	2 Arch Arnold Kashula	
400,000,00	2,000,000.00	0.2	Team Leader	1 Arch Gogfrey Lameck	
Terrest street				Name	S/N
Amount (Tshs)	Remuneration (Tshs)	Input (Man-months)			
				Supervision of Construction project	Supe
340,000.00		arro	+		
80,000.00	2,000,000,00	0.016		GRAND TOTAL	
0.00	1,000,000.00		Clerk of work	8 Arch Israel J. Mayage	
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0.00				Katambara.	1
60,000.00	1,500,000.00	0.04	Civil Engineer	4 Prof. Eng Zacharia	
	1,500,000.00	0.04	Quantity surveyor	3 Qs. Herbert Kimboi	
	1,500,000.00	0.04	Project Architect	2 Arch Arnold Kashula	
80,000,00	2,000,000.00	0.04	Team Leader	1 Arch Gogfrey Lameck	
		(Man-months)			
Amount (Tshs)	Remuneration (Tshs)	Input		Name	N/S
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1 875 000 00	-	1.15		GRAND TOTAL	
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100,000,00	1,000,000.00	0.1	Sanitary/Mechanical	6 Eng.Omary Shegwando	
0.00			Engineer	Bwire.	
200,000.00	1,000,000.00	0.2	Services/Electrical	5 Eng. Makunja Obeid	
0.00				Katambara.	
225,000.00	1,500,000.00	0.15	Civil Engineer	4 Prof. Eng Zacharia	
225,000.00	1,500,000.00	0.15	Quantity surveyor	3 Qs. Herbert Kimboi	
225,000.00	1,500,000.00	0.15	Project Architect	2 Arch Arnold Kashula	
00.000,000	2,000,000.00	0.3	Team Leader	1 Arch Gogfrey Lameck	
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tarnbara. Services/Electrical 0.03 1,000,000.00 gir. Engineer 0.03 1,000,000.00 gir. Engineer 0.02 1,000,000.00 gir. Sanitary/Mechanical 0.02 1,000,000.00 ch Israel I. Mayage Clerk of work 0.04 2,000,000.00 ch Israel I. Mayage Clerk of work 0.04 2,000,000.00 rch Gogfrey Lameck Team Leader (Man-months) 0.1 2,000,000.00 rch Arrold Kashula Project Architect 0.05 1,500,000.00 2 rch Fang Zecharie Cluil Engineer 0.05 1,500,000.00 2 rof. Eng Zecharie Cluil Engineer 0.05 1,500,000.00 2 rof. Eng Zecharie Cluil Engineer 0.05 1,500,000.00 2 rof. Eng Zecharie Cluil Engineer 0.05 1,000,000.00 2 rof. Eng Zecharie Engineer 0.04 1,000,000.00 1 rof. Eng Zecharie Engineer 0.04 1,000,000.00 1 <tr< td=""><td>4 Prof. Eng Zacha</td><td></td><td>Civil Engineer</td><td>0.0</td><td></td><td>45,000.00</td></tr<>	4 Prof. Eng Zacha		Civil Engineer	0.0		45,000.00
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Submission of Valid and The Meeting Agreed the Consultant to submit the Valid Relevant business and relevant business license, Company Registrationlicense, Company BRELA and Power of Attorney on 28th December, 2021. Registration-BRELA and Power of Attorney.

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: (- distillation

Name: Commis A. MAHIENGE Name: LERNECL Cicity Cy Position: Chair accor Position: HOD MUST (MSW/hone) Plusing

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DOCUMENT ATTACHED:

- 1. Appendix one Reversed Financial Proposal
- 2. Appendix Two Attendance of members participated the negotiation meeting

MBEVA UNIVERSITY OF SCIENCE AND TECHNOLOGY CHEF GOTSULTATICY DUREAU LIMITED

2 0. BOX 131 ·

RECORD OF NEGOTIATIONS

Name of the Procuring Entity: MINISTRY OF EDUCATION, SCIENCE AND

TECHNOLOGY

Tender ID No.: ME-024/2021/2022/HQ/C/01-B/COVID

Subject of Procurement: Provision of Consultancy Servicies for Design Review, Review of Schedule of Materials and Supervision of Construction for 5 Domotories, 1 Lecture Theatre and 16 Classrooms in 8 Teacher Training College.

Method of Procurement: SINGLE SOURCE METHOD

Date of Negotiation: 27/12/2021

SN	Name	Position	Name of Tenderer /Firm	Signature
01	ENG. WOLFF SHIPO	JAN PERSON	MOEST	Marga
02	Yakobo R. Maywiza		MOEST	Thuball-
03	Cosmas A. Malienge	CHAIRPERSON	MOEST	AAR
14	Arch Lamet Getting	HOD-MCB	MUST CONSUltancy Busconfil	Summer Summer
5	Os. cutherne Joseph	Qs-MCB	Mat CONTULTANY BUREA	, , (
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(C) SPECIAL CONDITIONS OF CONTRACT

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1	1.1 (a)	The Client is: Ministry of Education, Science and Technology (MoEST)
	1.1 (d)	TI
	1.1 (k)	The Intended Completion Date is: 08th August 2022
2	4.6	The assignment shall be completed in the following phases: NONE
3	6.1	Non eligible countries are As per UN Security Councand the Laws of United Republic of Tanzania
4	6.2	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in Non-eligible countries as stated by the UN Security Council and the United Republic of Tanzania
5	7.1	The governing language shall be English
6	11.1	The addresses for Communications and Notices are:
		Client: Ministry of Education, Science and Technology (MoEST)
		Attention: Permanent Secretary Ministry of Education, Science and Technology, Afya Street,
		P.O Box 10, 40479 DODOMA
		E-mail: ps@moe.go.tz
		Consultant:
		M/S. MUST Consultancy Bureau (MCB)
		P.o. Box 131
		Mbeya
		E-mail: mistconsultancybureau@gmail.com
	16.1	The Authorized Representatives are:
		For the Client :
		For the Consultant: Arch. Lameck Godfrey
	18.1	The effectiveness conditions are the following: Issuance of Client's Notice to the Consultant Instructing the Consultant to begin carrying out the services.
	19.1	The time period shall be 30 days

10	20.1	The time period shall be 7 days 6:	
11	21.1	The time period shall be 7 days after contract signature.	
		The time period shall be valid for the period of months after the effective date of the Contract.	
12	28.1	The person designated as Team leader in Appendix H (Key personae) to the contract shall serve in that capacity, as specified in Clause 33 of GCC	
13	36.5 (a)	The number of months shall be 6 months	
14	36.5 (b)	The ceiling on Consultant's liability shall be limited to 100%	
15	37.1(a)	The risks associated with the execution of task and the coverage shall be:	
		(a) Taken out by Consultant own cost but on term and conditions approved by the Client, insurance against the risk and of the coverage specified;	
		(b) At the Client's Request, shall provide evidence the Client showing that such insurance has bee taken out and maintained and that premium habeen paid.	
16 39.1(c)		The other actions are: N/A	
17	41.1	The following restriction are important to both Client and Consultant; "The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".	
18 43.1		N/A	
19 45.1(d)		MoEST shall be ready to provide any assistance related to the execution of the assignment unless such assistance shall implicate additional costs to the Client.	
20	51.2	The ceiling is: As per Contract	
21 52.1		The account is: 016103006921 NBC, MUST CONSULTANCY BUREAU	
22 55.1		The advance payment shall be NA	
3	56.1	Payment shall be made according to the following schedule:	
		The percentage payment shall apply to the value of each part of assignment as stated in the TOR	
		Client shall pay the consultant immediately after receipt of the report and invoice from the Consultant.	

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26	76.2(a)	The place of Arbitration is: Tanzania Institute of
25	65.2	The notice of termination shall be issued not less than 30 days
24	56.3	The interest rate is Not Applicable
		i) First Payment (40%) of the contract sum will be paid upon submission of Revised Schedule of Materials for the project. ii) Second Payment (20%) 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 iii) Third Payment (20%) 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 iv) Fourth 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%. Fifth/Final Payment (10%) of the contract sum will be paid upon the defect liability period has ended and all defects has been rectified.

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D: GENERAL CONDITIONS OF CONTRACT

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Definitions

1.1 The following words and expressions shall have the meanings her assigned to them. Boldface type is used to identify the defined terms:

- (a) The "Client" is the party named in the SCC who engages Consultant to perform the Services.
- (b) "Completion" means the fulfilment of the Services by Consultant in accordance with the terms and conditions set for in the Contract.
- (c) The "Completion Date" is the date of actual completion of t fulfilment of the Services.
- (d) The "Consultant" is the organisation whose proposal to perfor the Services has been accepted by the Client and is named as suc in the SCC and the Contract Agreement.
- (e) "Contract" means an Agreement entered into behave of the Clier and the Consultant together with the Contract Documents.
- (f) "Contract Documents" means the documents listed in th Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (g) "Day" means calendar day.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC 18.
- (i) "GCC" mean the General Conditions of Contract.
- (j) "Government" means the Government of the United Republic of Tanzania.
- (k) The "Intended Completion Date" is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
- (l) "Member" means in case where the Consultant consists of a joint venture any of the entities that make up the joint venture; and "Members" means all these entities.
- (m) "Month" means calendar month
- (n) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them. Third party means any party other than Client as Consultant.
- (o) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part t; and "Key Personnel" means the Personnel referred to in GCC 24.1
- (p) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (q) "Remuneration" means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (t) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (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.	Contract Documents	2.1	Subject to the order of precedence set forth in the form contract, all documents forming the Contract (and all parare intended to be correlative, complementary, and mutual explanatory.
3.	Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that Clients, as well as Consultan shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
		3.2	In pursuance of this requirement, the Client shall: (a) exclude the Consultate from participation in the procurement proceeding concerned or reject a proposal for award; and (b) declare the Consultate ineligible, either indefinitely or for a stated perior of time, from participation in procurement proceedings under public fund; if it at any time determines that the Consultant has directly or through an agent, engaged in corrupt fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
		3.3	Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, i shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

		
		The Government defines, for the purposes of this provisi the terms set forth below as follows:
		(a) "corrupt practice" means offering, giving, promising to give, directly or indirectly, to a officer or employee of a PE or oth governmental/private authority or any individual gratuity in any form, an employment or any oth thing or service of value, as an inducement wirespect to an act or decision of, or method follower by, a PE in connection with the procureme proceeding;
		(b) "fraudulent practice" means a misrepresentation of omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,
		(c) "collusive practice" means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
		(d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
		 (e) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Act;
	3.5	The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Interpretation		In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part or be taken into consideration in the interpretation or construction or of the Contract. Words have their normal meaning under the English language unless specifically defined.
	4.2	Entire Contract
		(a) The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3	Amendment (a) No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
4.4	 (a) Subject to GCC 4.4 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	 Severability (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
	4.6 Phased completion (a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
5. Documents Forming the Contract and Priority of Documents	 5.1 The following documents forming the contract shall be interpreted in the following order of priority: (a) The Contract form; (b) The Special Conditions of Contract (SCC); (c) The General Conditions of Contract (GCC), (d) Duly registered power of attorney (e) Negotiation minutes

6. Eligibility	6.1	The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC
	6.2	All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shat have their origin in the countries, except those specified in the SCC.
7. Governing Language	7.1	The Contract as well as all correspondence and document relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
		Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics		No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
Association (this sign (JVCA) liabl Con Character (consortium or as yent		If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
l. Communications and Notices	r c e	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC.
		A notice shall be effective when delivered or on the notice's ffective date, whichever is later.
	11.3 A	Party may change its address for notice hereunder by giving

12.	Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
	Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation 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 Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14.	Site	14.1	The Services shall be performed at such locations as are specified in Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15.	Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity 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.
16.	Authorized Representa-tives	16.1	Any action required or permitted to be taken, and any 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.
17.	Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.

(c) B. Commencement, Completion and Modification of Contract

- 18. Effectiveness of Contract
- 18.1 The 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.
- 19. Termination of Contract for Failure to Become Effective
- 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) 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.
- 20. Commencement of Services
- 20.1 The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
- 21. Expiration of 21.1 Contract
- Unless terminated earlier pursuant to GCC 63 [Termination for Default], ITT 64 [Termination for Insolvency], ITT 65 [Termination for Convenience] and ITT 66 [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 22. Modification 22.1 s or Variations
- Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC 49.1 [Payment], however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(d) C. Consultant's Personnel and Sub-Consultants

- 23. General
- 23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
- 24. Description of Personnel
- 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract. If any of the Key Personnel has already been approved by the Client his/her name shall be listed in such Appendix.
- 24.2 If required to comply with the provisions of GCC 27,

- adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:
- (a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;
- (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 51.2 of the Contract; and
- (c) any other such adjustments shall only be made with the Client's written approval.
- 24.3 If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC 51.2 of this Contract, this will be explicitly in the contract.
- 25. Approval of Personnel
- 25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
- 26. Working
 Hours,
 Overtime,
 Leave&
 Holidays
- 26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.
- 26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.

- 27. Removal and/or Replacement of Personnel
- 27.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.

27.2 If the Client

- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
- (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- 27.3 Any of the Personnel provided as a replacement under GCC 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,
 - (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 28. Project Manager
- AS specified in the **SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.

(e) D. Obligations of the Consultant

- 29. Standard of Performance
- 29.1 The Consultant shall perform the Services and carry out its obligations hereunder 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 faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.

- 30. Law Governing Services
- 30.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
- 31. Conflict of Interests
- 31.1 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.
- 32. Consultant
 Not to
 Benefit from
 Commissions,
 Discounts
- 32.1 The remuneration of the Consultant pursuant to GCC 49 to 51 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC 33, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 32.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant 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 account of the Client.
- 33. Consultant and Affiliates not to Engage in Certain Activities
- 33.1 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-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
- 34. Prohibition of Conflicting Activities
- 34.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this

Contract.

35. Confidential 35.1 ity

Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

36. Liability of the Consultant

- 36.1 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- 36.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 36.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
 - (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - (b) plagiarism or alleged plagiarism by the Consultant.
- 36.4 The Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 29 provided:

- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;
- (b) that the ceiling on the Consultant's liability under GCC 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- (c) that the Consultant's liability under GCC 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- 36.6 In addition to any liability the Consultant may have under GCC 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29.
- 36.7 Notwithstanding the provisions of paragraph (a) of this GCC 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

37. Insurance to be taken out by the Consultant

37.1 The Consultant

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (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
- (b) 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.

- 38. Accounting, Inspection and Auditing
- 38.1 The Consultant shall:
 - (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and
 - (b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 38.2 The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.
- 39. Consultant's
 Actions
 Requiring
 Client's
 Prior
 Approval

39.1

- The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
- (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
- (c) Any other action that may be specified in the SCC.
- 39.2 Notwithstanding any approval under GCC 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- 40. Reporting Obligations
- 40.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be

delivered in electronic forms acceptable to the client in addition to the hard copies specified in the said Appendix.

41. Proprietary
Rights on
Documents
Prepared by
the
Consultant

41.1

- All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and 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. The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole 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.
- 42. Proprietary
 Rights on
 Equipment
 and
 Materials
 Furnished
 by the
 Client.
- 42.1 Equipment, tools 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 and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 43. Performance Security
 - 43.1 The Consultant shall provide at his cost a Performance Security to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract. The Performance Security shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance

obligations and issuance of a certificate to that effect under this Contract. Performance Security shall be in the amount and currency specified in the SCC.

44. Liquidated Damages

- 44.1 If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.
- 44.2 The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.

(f) E. Obligations of the Client

45. Assistance and Exemptions

- 45.1 The Client shall use its best efforts to ensure that the Government shall:
 - (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
 - (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
 - (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
 - (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

46. Access to project site

46.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will

indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.

- 47. Change in the Applicable Law Related to Taxes and Duties
- 47.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts 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 ceiling amount specified in GCC 51.2.
- 48. Services,
 Facilities
 and
 Property of
 the Client
- 48.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix.
- 48.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 51.3.
- 49. Payment
- 49.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC 51 to 57.
- 50. Counterpart Personnel
- 50.1 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 5B to the contract.
- 50.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on
 - (a) how the affected part of the Services shall be carried out, and
 - (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC

50.3 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.

(g) F. Payments to the Consultants

- 51. Cost
 Estimate of
 Services:
 Ceiling
 Amount
- 51.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
- 51.2 Except as may be otherwise agreed under GCC 22 and subject to GCC 51.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
- 51.3 Notwithstanding GCC 51.2, if pursuant to any of the GCC 48, 50 or 52, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 51.1, the ceiling set forth in GCC 51.2 shall be increased by the amount of any such additional payments.
- 52. Payments: General
- 52.1 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.
- 52.2 With the exception of the final payment under GCC 57, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- 53. Lump-Sum Remuneration
- 53.1 Subject to the ceiling specified in GCC 51.2, the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursable, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC 51.2, if the Parties have agreed to additional payments in accordance with GCC 22.1.
- 54. Modes of Payment
- 54.1 Payments in respect of the Services shall be made as specified in GCC from 55 to 57.
- 55. Advance Payment
- 55.1 If so specified in the **SCC**, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the **SCC**. The

advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:

- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.
- 55.2 The Advance Payment will be offset by the Client in a way specified in the **SCC**.

56. Interim Payments

- 56.1 Payment will be made according to the payment schedule stated in the SCC subject to the provision of advance payment stated in GCC 55. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 56.2 The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
- 56.3 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

57. Final Payment

The final payment under this Clause shall be made only 57.1 after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

58. Suspension of Payments

58.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the 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:

- (a) shall specify the nature of the failure, and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

(h) G. Time Control

- 59. The Services to Be
 Completed by the
 Intended Completion Date
- 59.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
- 60. Early Warning
- 60.1 If at any time during execution of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
- 61. Extension of the Intended Completion Date
- 61.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date he may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
- 62. Progress Meetings
- 62.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 62.2 The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action.
- 62.3 The Minutes and records under GCC 62.2 shall be signed by

the Parties

(i) H. Good Faith and Fairness in Operation

- 63 Good Faith
- 63.1 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.
- 64 Fairness in Operation
- 64.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC 76.

(j) I. Termination and Settlement of Disputes

- 65 Termination for Default
- 65.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
- 65.2 Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in the SCC.
- 65.3 Fundamental breaches of the contract shall include but shall not be limited to, the following:
 - (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC 58, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication;
 - (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows

to be false;

- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract;
- (d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 76.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 76.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- 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 or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.
- 66 Termination for Insolvency
- 66.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:
 - (a) the Client becomes bankrupt or otherwise insolvent;
 - (b) the Consultant becomes (or, if the Consultant consist 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; or

in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

- 67 Termination for Convenience
- 67.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

- 68 Termination because of Force Majeure
- 68.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party 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) days.
- 69 Force Majeure
- 69.1 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 its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 69.2 Force Majeure shall not include any:
 - (a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or
 - (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 69.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 70 No Breach of Contract
- 70.1 The failure of a Party to fulfil any of its obligations 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.
- 71 Measures to be Taken on Force Majeure
- 71.1 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.

- 71.2 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) 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.
- 71.3 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.
- 71.4 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 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.
- Cessation of Rights and Obligations
- 72.1 Upon termination of the Contract pursuant to GCC 19, 65, 66, 67 or 68, or upon expiration of this Contract pursuant to GCC 21, all rights and obligations of the Parties hereunder shall cease, except
 - (a) such rights and obligations as may have accrued on the date of termination or expiration;
 - (b) the obligation of confidentiality set forth in GCC 35;
 - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38; and
 - (d) any right which a Party may have under the Applicable Law.
- Cessation of Services
- 73.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC 65, 66, 67 or 68, 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 GCC 41 or 42.

74 Payment upon Termination

- 74.1 Upon termination of the Contract pursuant to GCC 65, 66, 67 or 68, the Client shall make the following payments to the Consultant:
 - (a) remuneration pursuant to GCC 53.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
 - 74.2 Payment to the Consultant under clause 74.1 shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination

75 Disputes about Events of Termination

- 75.1 If either Party disputes whether an event specified in GCC 65, 66 or 68 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 76, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 75.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 76.

76 Settlement of Disputes

76.1 Amicable Settlement

(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

76.2 Arbitration

(a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the laws of the Client's

country and in the place shown in the SCC.

F. DULY REGISTERED POWER OF ATTORNEY

E. TERMS OF REFERENCE

UNITED REPUBLIC OF TANZANIA MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY



TERMS OF REFERENCE

FOR

PROVISION OF CONSULTANCY SERVICE FOR DESIGN REVIEW, REVIEW OF SCHEDULE OF MATERIALS AND SUPERVISION OF CONSTRUCTION FOR 5 DORMITORIES, 1 LECTURE THEATRE AND 16 CLASSROOMS IN 8 TEACHER TRAINING COLLEGES

NOVEMBER, 2021

1.0 BACKGROUND

The Government of United Republic of Tanzania, through the Ministry of Education, Science and Technology has received funds through the program of Tanzania Covid-19 social-economic response and recovery plan (TCRP) under IMF for the implementation of various projects aimed at bringing development to prosperity National and facilitate the fight against COVID-19. The main goal is to stimulate the economy from the effects of COVID-19.

Part of these funds is going to be used in construction of Lecture theatres, classrooms and dormitories in our Teachers College so as to avoid congestion in our Colleges.

2.0 This Terms of Reference (TOR) has been addressed to: M/S. Mbeya University (MUST) of P. O. Box 131 Mbeya. It is not permissible to transfer this invitation to any other firm.

3.0 OBJECTIVE OF THE ASSIGNMENT

General Objective

The general objective of the assignment is to provide Post contract Consultancy Service for the review of design, review of schedule of materials and supervision of construction for dormitories, lecture theatres and classrooms as shown below, as 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.

	: List of Colleges				
S/No	College	Region	Classroom	Dormitory	Lecture Hall
1	Ilonga TC	Morogoro	3	0	0
2	Mandaka TC	Kilimanjaro	2	1	0
3	Nachingwea TC	Lindi	3	0	0
	Murutunguru				
4	TC	Mwanza	4	1	0
5	Songea TC	Ruvuma	2	1	0
6	Tukuyu TC	Mbeya	2		
7	Bunda TC	Mara	0	1	0
	Kasulu TC	Kigoma	0	0	1
	TOTAL	0	16	5	1

4.0 TASKS/ACTIVITIES OF THE CONSULTING ASSIGNMENT

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

a) Review and Update Sketches Design and Site Layout;

b) Review of 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;

c) Carry out Supervision of construction works and finishing works using Force Account from inception to completion in collaboration with MoEST inhouse Technical team; and

d) Prepare Maintenance plan.

5.0 SCOPE OF SERVICES

5.1 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. 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.

5.2 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, and elevations and associated details as appropriate.

- 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 Schedule of Materials 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) 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.

5.3 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.

5.4 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;
 - Provide continuous liaison with the Client on all possible changes on the designated scope of works;
 - v) 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;
 - vi) 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;
 - vii) 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.

5.5 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.

5.6 Consultancy fees

A detailed fee proposal to be submitted.

6.0 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.

6.1 Post-Contract

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

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

6.2 Additional Services

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

7.0 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 (1)	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 7 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 (1) Civil Engineer (1)	Bachelor Degree or equivalent in Architectural Studies 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 pecossory.
Quantity Surveyor (1)	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 Paged in
	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	Bachelor Degree or equivalent in Public health/Environmental

(Mechanical/ Sanitation) (1)	Engineering with a minimum of 5 years of general experience. Experience on projects of similar nature is an added advantage Registration as a professional based as a professional based.
Services Engineer (Electrical) (1)	Registration as a professional by relevant Board is necessary. 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.
CT Engineer (1)	a professional by relevant Board is necessary. 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.
Clerk of works (8)	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.

8.0 IMPLEMENTATION TIME FRAME AND SCHEDULE

7.1 Time frame

The overall time frame for implementation of consultancy works for review of design, review of schedule of materials and supervision of construction for dormitories, lecture theatres and classrooms is estimated at a total of 7 calendar months 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:

9.0 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 the Contract, 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.

10.0 QUALIFICATION REQUIREMENTS

The Consultancy services and Works for this assignment will be undertaken within a range of period stated in section 7.1 above. Early completion of this assignment is highly desired. Therefore, the Teams proposal should strictly observe and consider this targeted critical path timeline.

11.0 PAYMENT MODE

Description	Contracts Payments And Deliverables			
Mode of Payments	v)	First Payment (40%) of the contract sum will be paid upon submission of Revised Schedule of Materials for the project.		
	vi)	Second Payment (20%) of the contract sum will be paid upor submission of Progress Reports for the project provided that,		
	vii)	the total executed works are completed at roofing stage Third Payment (20%) 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		
	viii)	Fourth Payment (10%) of the contract sum will be paid upon submission of Final Reports, Final Accounts and Practical		
	ix)	Completion Certificates for all sites for the project provided that, the total executed works are completed by 100%. Fifth/Final Payment (10%) of the contract sum will be paid upon the defect liability period has ended and all defects has been rectified.		

Section 7: Undertaking by Consultant on Anti – Bribery Policy / Code of Conduct and Compliance Programme

Each Consultant must submit a statement, as part of the tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

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 Regulations Government Notice No 446 of 2013 as amended in 2016)
I
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:
Name of Consultant:

Address: __

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 as amended in 2016

of 2013 as amenaea in 2010
(name of consultant) have issued, for the purposes of this proposal compliance Program copy attached -which includes all reasonable steps necessary to assure that will comply to the No-bribery commitment given in this statement, as well as by all third particular working with me on the public sector projects or contract including agents, consultants, consortiug partners, subcontractors and suppliers')"
authorized Signature:
Jame and Title of Signatory:
ame of Consultant:
ddress: