

Contract No.

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH**



CONTRACT DOCUMENT

FOR

**PROVISION OF CONSULTANCY SERVICES FOR EQUIPPING OF ISOLATION
TREATMENT CENTRE WITH FIVE YEAR MAINTENACE CONTRACT (TURNKEY
PROCUREMENT METHOD AT KISOPWA PROCUREMENT UNDER TANZANIA
COVID 19SOCIAL ECONOMIC RECOVERY PLAN (TCRP)**

Between

**MINISTRY OF HEALTH,
P.O Box 743, DODOMA**

And

**TANZANIA BUILDINGS AGENCY,
P. O. Box 9542, DAR ES SALAAM**

CONSULTANT: Chief Executive, Tanzania Buildings Agency, P. O. Box 9542, DAR ES SALAAM:	DATE FEBRUARY, 2022	CLIENT: MINISTRY OF HEALTH,, P.O Box 743, DODOMA.
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1. FORM OF CONTRACT



FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the 13 day of the month of April, 2022 between, on the one hand, **Permanent Secretary, Ministry of Health of P.o Box 743 DODOMA** (hereinafter called the "Client") and, on the other hand, **Chief Executive, Tanzania Building Agency P.oBox 9542 DAR ES SALAAM** (hereinafter called the "Consultant").

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this **TENDER No ME/007/2021-2022/HQ/C/70 PROVISION OF CONSULTANCY SERVICES FOR EQUIPPING OF ISOLATION TREATMENT CENTRE WITH FIVE YEAR MAINTENACE CONTRACT (TURNKEY PROCUREMENT METHOD AT KISOPWA PROCUREMENT UNDER TANZANIA COVID 19SOCIAL ECONOMIC RECOVERY PLAN (TCRP)** (hereinafter called the "Services")

(b) the Consultant, having represented to the Client 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 Tanzania Shillings Five Hundred Three Million Sixty-Five Thousand Seven Hundred Seventy-One and Four Three Cents (503,065,771.43) Inclusive of Local Taxes for the period of six calendar months**

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:

- (a) The form of contract;
- (b) The Special Conditions of Contract (SCC);
- (c) The General Conditions of Contract (GCC),
- (d) Appointment Letter
- (e) Acceptance Letter
- (f) Negotiation minutes
- (g) The Appendices.

Appendix 1: Terms of Reference

Appendix 2: Key Expert

Appendix 3: Breakdown of Contract Price

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the MINISTRY OF HEALTH

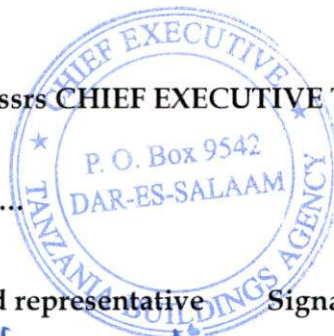
.....
 Signature of Authorized representative
 Name... Prof. Abel N. Makubi
 Occupation... Permanent Secretary

In the presence of

Signature.....
 Name... BAHIBU A MASHOMBO
 Occupation... Director for legal serv

For and on behalf of Messrs CHIEF EXECUTIVE TANZANIA BUILDING AGENCY

.....
 Signature of Authorized representative
 Name... Arch. Daud W. Kondoro
 Occupation... CHIEF EXECUTIVE



In the presence of

Signature.....
 Name... Joyce Mtinyange
 Occupation... MANAGER OF LEGAL SERVICE

2. APPOINTMENT LETTER

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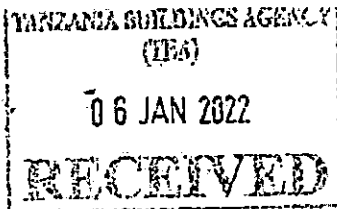
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THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER,
ELDERLY AND CHILDREN

Telegrams: "AFYA", DODOMA
Telephone: +255 026 2323267
Email: Ps@afya.go.tz
(All letters should be addressed to
The Permanent Secretary)



Government City- Mtumba
Afya Street
P. O. Box 743
40478 DODOMA

Ref. No. CAB 209/549/01/231

3rd January, 2022

TANZANIA BUILDING AGENCY
P.O Box 9542
DAR ES SALAAM.

**RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO.
ME/007/2021-2022/HQ/C/70 PROVISION OF CONSULTANCY SERVICES
FOR EQUIPPING OF ISOLATION TREATMENT CENTRE WITH FIVE YEAR
MAINTENANCE CONTRACT (TURNKEY PROCUREMENT METHOD AT
KISOPWA PROCUREMENT UNDER TANZANIA COVID 19 SOCIAL
ECONOMIC RECOVERY PLAN (TCRP)**

Reference is made to the above heading.

- Please be informed that, your Tender No: ME/007/2021-2022/HQ/C/70 submitted was approved by Ministerial Tender Board held on 30th December, 2021.
- The contract is hereby accepted by the Ministry of Health Community Development, Gender, Elderly and Children at a Contract sum of Tanzania Five Hundred Three Million Sixty-Five Thousand Seven Hundred Seventy-One and Four Three Cents (503,065,771.43) VAT Inclusive for the period of 6 calendar months

Thank you for your cooperation.

Tumaini E. Macha
ACTING PERMANENT SECRETARY (HEALTH)

Copy: Chief Executive Officer
Public Procurement Regulatory Authority
P. O. Box 2865
Dodoma

Copy : The Controller and Auditor General
P. O. Box 950
Dodoma

Copy : Attorney General
Attorney General Chambers
Ministry of Justice and Constitutional
Affairs
P. O. Box 630
Dodoma.

Copy : Director
Technical Audit Unit
Ministry of Finance
P. O. Box 2802
Dodoma

Copy : Internal Auditor General
Ministry of Finance and Planning
P. O. Box 2802
Dodoma

Copy : Regional Manager,
Tanzania Revenue Authority,
P.O.Box 679
Dodoma

3. ACCEPTANCE LETTER

CONFIDENTIAL

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS AND TRANSPORT
TANZANIA BUILDINGS AGENCY
Sokoine Drive No. 2, Opposite Karimjee Hall

Telegram: BUILDINGS Dar es Salaam.
Telephone: 022-2117114 & 2122163
Fax: 022-2114143 & 2122370
E-mail: ce@tba.go.tz
Web site: www.tba.go.tz
In reply please quote:



P.O. Box 9542,
Dar es Salaam.

Ref. No. CAB.209/323/01/164

10th January, 2022

Secretary Ministry of Health,
Community Development,
Gender, Elderly and Children,
6th Floor NHIF Building Dodoma,
P.O. Box 743,
40478 DODOMA.

RE: TENDER NO. ME/007/2021-2022/HQ/C/70 FOR PROVISION OF
CONSULTANCY SERVICES FOR EQUIPPING OF ISOLATION
TREATMENT CENTRE WITH FIVE YEAR MAINTENANCE CONTRACTY
(TURKEYPROCUREMENT METHOD AT KISOPWA PROCUREMENT
UNDER TANZANIA COVID 19SOCIAL ECONOMIC RECOVERY PLAN
(TCRP)

Sub: Acceptance Letter

Please refer to the heading, sub-heading and your letter with Ref. No.
CAB 209/549/01/231 dated 03rd January, 2022 regarding Notification of Contract Award.

2. With this letter, we would like to inform your office that, we have accepted the
award for the works mentioned above amounting to the contract sum of Tanzania
shillings Five Hundred Three Million Sixty-Five Thousand Seven Hundred Seventy – One
and Forty-Three Cents (503,065,771.43) VAT inclusive for a period of six months only.

3. Thanking you for your Continued Cooperation.


Eng. Y. G. Mashausi
For: **CHIEF EXECUTIVE**

CONFIDENTIAL

Copy: Chief Executive Officer,
Public Procurement Regulatory Authority
P.O.Box 2865
Dodoma

Copy: The Controller and Auditor General,
P.O.Box 950
Dodoma

Copy: Attorney General,
Attorney General Chambers
Ministry of Justice and Constitutional Affairs
P.O.Box 630
Dodoma

Copy: Director,
Technical Audit Unit
Ministry of Finance
P.O.Box 2802
Dodoma

Copy: Internal Auditor General,
Ministry of Finance and Planning
P.O.Box 2802
Dodoma

Copy: Regional Manager,
Tanzania Revenue Authority
P.O.Box 679
Dodoma

4. SPECIAL CONDITIONS OF CONTRACT

Section 2: Special Conditions of Contract

SCC Clause	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.1 (a) 1.1 (d) 1.1 (k)	The Client is Ministry of Health The Consultant is TANZANIA BUILDING AGENCY P.O Box 9542 DAR ES SALAAM The Intended Completion Date one month after defect Liability of the Contractor
2	4.3	The assignment is to be completed in 1 phase from contract sign to June 2022
3	6.1	Non eligible countries are: N/A
	6.2	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in N/A
4	7.1	The governing language shall be English
5	11.1	The addresses for <u>Communications and Notices</u> are: Client Permanent Secretary, Ministry of Health, P.O. Box 743, 40478 DODOMA Attention : Permanent Secretary E-mail : ps@afya.go.tz Consultant : Tanzania Buildings Agency, P.O. Box 9542, Dar Es Salaam Attention : Chief Executive

		<p>Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of N/A</p> <p>(b) Third Party liability insurance, with a minimum coverage of N/A</p> <p>(c) Professional Liability insurance, with a minimum coverage of N/A</p> <p>(d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
16	39.1	The other actions are: "taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".
17	41.1	<p>"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".</p> <p>"The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant."</p> <p>"Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."</p>
18	43.1	Performance Security shall be 10% of Consultancy fee

19	45.1(d)	Note: List here any other assistance to be provided by the Client. If there is no such other assistance, then state so above. None
20	51.2	The ceiling is: N/A
21	52.1	The account is: Tanzania Buildings Agency Revenue & collection Account No. 9925260031 Bank of Tanzania (BOT)
22	53.1	<p>The prices charged for the Services provided shall be fixed for the duration of the Contract in accordance with the price adjustment formula detailed below.</p> <p>Note: In order to adjust the remuneration for inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract. Remuneration should be adjusted by using the corresponding index applicable in Tanzania.</p> <p>To adjust the remuneration for foreign and/or local inflation, a price adjustment provision shall be included in the contract if its duration is expected to exceed 18 months. Exceptionally, contracts of shorter duration may include a provision for price adjustment when local or foreign inflation is expected to be high and unpredictable.</p> <p>A sample provision is provided below for guidance: “Payments for remuneration made in accordance with GCC 51.1 shall be adjusted as follows: Remuneration paid pursuant to the rates set forth in to the Contract shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> calendar month after the date of the Contract) by applying the following formula: N/A</p>

		$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \text{or} \quad R_t = R_{t_0} \times \left[0.1 + 0.9 \frac{I_t}{I_{t_0}} \right]$ <p>where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Appendix F, I_t is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, I_{t_0} is the <i>Consumer Price Index (All Urban, as published by the Tanzania Bureau of Statistics on a regular basis, for the month of the date of the Contract"</i>.</p>
	53.2	The rates for Personnel are set forth in Appendix 6 to the Contract. N/A
	53.3	The Reimbursable expenses are set forth in Appendix 6 to the Contract. N/A
23	56.1	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(1) An advance payment N/A in Tanzania Shillings shall be made within N/A days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p>
24	57.1	<p>Payment shall be made according to the following schedule</p> <ol style="list-style-type: none"> i. 35% of Contract amount to be paid after submission of inception report. Professional indemnity insurance, revised contract document for Phase I scope ii. 30% of contract to be paid on submission of entire design document for phase II. iii. 30% of contract to be paid on monthly basis in line to contractors claim iv. 5% of contract to be paid upon submission of completion documents (end of defect liability period) or upon submission of insurance bond to cover for retention money to be paid on practical completion period.

	57.3	The interest rate is: N/A
25	77.2(a)	The place is: DODOMA

5. GENERAL CONDITIONS OF CONTRACT

Section 5: General Conditions of Contract

A. General

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none">(a) The "Client" is the party named in the SCC who engages the Consultant to perform the Services.(b) "Completion" means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.(c) The "Completion Date" is the date of actual completion of the fulfilment of the Services.(d) The "Consultant" is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Form of Contract Contract.(e) "Contract" means the Contract entered into between the Client and the Consultant including the Contract Documents listed in GCC 5.(f) "Contract Documents" means the documents listed in the Contract, 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 Clause 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
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		<p>shall complete the Services as specified in the SCC.</p> <p>(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.</p> <p>(m) "Month" means calendar month .</p> <p>(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</p> <p>(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; and "Key Personnel" means the Personnel referred to in GCC 24.1.</p> <p>(p) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.</p> <p>(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.</p> <p>(r) "SCC" means the Special Conditions of Contract by which the GCC may be supplemented.</p> <p>(s) "Services" means the tasks or actions to be performed and the services to be provided by the Consultant pursuant to this Contract, as described in Appendices to Contract.</p> <p>(t) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(u) "Third Party" means any person or entity other than the Client and the Consultant.</p> <p>(v) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.</p>
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2. Interpretation and contract documents	2.1	In interpreting this condition of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.
	2.2	Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	3.2	<p>In pursuance of this requirement, the Client shall:</p> <ul style="list-style-type: none"> (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; <p>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.</p>
	3.3	Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it 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.
	3.4	<p>For the purposes of this Contract, the terms:</p> <p>(a) "<i>corrupt practice</i>" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;</p> <p>(b) "<i>fraudulent practice</i>" means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,</p> <p>(c) "<i>collusive practice</i>" 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</p> <p>(d) "<i>coercive practice</i>" 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.</p> <p>(e) "<i>obstructive practice</i>" means acts intended to materially impede access to required information in exercising a duty under the Contract;</p>
	3.5	Parties agree that their personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with this contract.

4. Interpretation	4.1	<p>Non-waiver</p> <p>(a) Subject to GCC 4.1 (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.</p> <p>(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.</p>
	4.2	<p>Severability</p> <p>(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.</p>
	4.3	<p>Phased completion</p> <p>(a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date shall apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>

5. Documents Forming the Contract and Priority of Documents	5.1	<p>The following documents forming the contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) The form of contract; (b) The Special Conditions of Contract (SCC); (c) The General Conditions of Contract (GCC); (d) Terms of reference; (e) Duly registered power of attorney; (f) Negotiation minutes dully signed (if any); (g) Consultant's Proposal; (h) The Appendices (1 to 7); and (i) Any other documents listed in the SCC as forming part of the contract
6. Eligibility	6.1	The Consultant's Personnel and its Sub-Consultants and its Personnel 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 shall 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 documents 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	<p>The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> <p>Reports to be submitted by the Consultants as part of the assignment shall be in the English language</p>

8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	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 contract execution.
10. Joint Venture, Consortium or Association [JVCA]	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract 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.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) under 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.
	11.2	A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
	11.3	A Party may change its address by giving the other Party a notice of change of address.

12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. 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.
14. Site	14.1	The Services shall be performed at such locations as specified in the SCC, where the location of a particular task is not so specified, at such locations as the client may require in writing.
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 Representatives	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 authorized Representatives specified in the SCC.
17. Taxes and Duties	17.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.
		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	19.1	If the Contract has not become effective within such

Contract for Failure to Become Effective		time period specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, be entitled to terminate this Contract.
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 Contract	21.1	Unless terminated earlier pursuant to GCC 19 [Termination for failure to become effective] GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [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. Amendments or Variations	22.1	Any amendment 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 contract between the Parties.
		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 [Removal and/or Replacement of Personnel], adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 [Personnel and Sub Consultants] to the contract may be made by the Consultant by written notice to the Client, provided: <ul style="list-style-type: none"> (a) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;

		<p>(b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 51.2 [Cost Estimate of Services: Ceiling Amount] of the Contract; and</p> <p>(c) any other such adjustments shall only be made with the Client's written approval.</p>
	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 contract in writing between the Client and the Consultant.
25. Approval of Personnel	25.1	The Client shall approve the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 [Personnel and Sub Consultants] to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out the Services, the Consultant shall submit to the Client for review and approval of copies of their Curricula Vitae (CVs) signed by such personnel. 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 [Hours of Work for Personnel] 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 [Hours of Work for Personnel] 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	<p>If the Client</p> <ul style="list-style-type: none"> (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, experience, competence and skills acceptable to the Client.
	27.3	<p>Any of the Personnel provided as a replacement under GCC 27.1 and 27.2 [Removal and/or Replacement of Personnel], the rate of remuneration applicable to such person as well as any reimbursable expenses, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,</p> <ul style="list-style-type: none"> (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. Consultant's Project Manager	28.1	As specified in 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.
D. Obligations of the Consultant		
29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations 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 51 to 58 [Payments to the Consultants] shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC 33 [Consultant and Affiliates not to Engage in Certain Activities], 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, 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 United Republic of Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	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	<p>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 with the Services by reason of:</p> <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or (b) Plagiarism or alleged plagiarism or fronting practice by the Consultant.
	36.4	<p>The Consultant shall ensure that all goods and (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.</p>
	36.5	<p>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 [Standard of Performance] provided:</p> <ul style="list-style-type: none"> (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 [Standard of Performance] 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 [Standard of Performance] 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 [Standard of Performance], 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 [Standard of Performance].
	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.

<p>37. Insurance to be taken out by the Consultant</p>	<p>37.1</p>	<p>The Consultant</p> <ul style="list-style-type: none"> (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.
<p>38. Accounting, Inspection and Auditing.</p>	<p>38.1</p>	<p>The Consultant shall</p> <ul style="list-style-type: none"> (a) keep accurate and systematic accounts and records in respect of the Services , 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, 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.
	<p>38.2</p>	<p>The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.</p>