

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



CONTRACT NO ME/007/2021/22/HQ/ C/56

FOR

CONSULTANT SERVICES FOR DESIGNING AND SUPERVISION FOR  
CONSTRUCTION OF HEALTH PROMOTION CENTRE

Between

THE PERMANENT SECRETARY MINISTRY OF HEALTH COMMUNITY  
DEVELOPMENT GENDER, ELDERLY AND CHILDREN

And

MS, ARU BUILT ENVIRONMENT CONSULTING COMPANY LIMITED (ABECC)

CHECKED AND EXAMINED  
BY: [Signature] DATE: 02/11/2021  
COUNTER SIGNED  
BY: [Signature] DATE: [Blank]  
CHIEF EXAMINER OF ACCOUNTS  
MINISTRY OF HEALTH COMMUNITY  
DEVELOPMENT GENDER ELDERLY  
AND CHILDREN  
DAR ES SALAAM

NOVEMBER, 2021

CONTRACT  
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## FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the ..... day of the month of ....., 2021 between, on the one hand, Permanent Secretary, Ministry of Health, Community Development, Gender, Elderly and Children of P.o Box 743 DODOMA (hereinafter called the "Client") and, on the other hand, Messer ARU Built Environment Consulting Company Limited (ABECC) P.O Box 35176, DAR ES SALAAM.

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract TENDER NO. ME/007/2021-2022/HQ/C/56 PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND SUPERVISION FOR CONSTRUCTION OF HEALTH PROMOTION CENTRE PROCUREMENT UNDER TANZANIA COVID 19 SOCIAL ECONOMIC RECOVERY PLAN (TCRP)
- (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 TZS Five Hundred Sixty Million Only (560,000,000/=) Inclusive of Local Taxes

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) Negotiation minutes
  - (e) The Appendices.
    - Appendix 1: Terms of Reference
    - Appendix 2: Key Expert
    - Appendix 3: Breakdown of Contract Price
    - Appendix 4 : Letter of Acceptance

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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, Community, Development, Gender, Elderly and Children,

.....  
 Signature of Authorized representative  
 Name Immanuel Mwanuzi  
 Designation Ag. PS  
 Date 28/12/2024

In the presence of  
 Signature .....  
 Name Esther R. Mwanuzi  
 Designation Ag. PS  
 Date 28/12/2024

For and on behalf of Messrs. Aru Built Environment Consulting Company Limited (ABECC)

Signature H. Nguluma  
 Name PROF. HUBA M. NGULUMA  
 Designation AG. MANAGING DIRECTOR  
 Date .....

In the presence of  
 Signature Esther R. Mwanuzi  
 Name Esther R. Mwanuzi  
 Designation Ag. company Secretary  
 Date .....

CHECKED AND EXAMINED  
 BY: [Signature] DATE: 28/12/2024  
 COUNTER SIGNED  
 BY: [Signature] DATE: 28/12/2024  
 CHIEF EXAMINER OF ACCOUNTS  
 MINISTRY OF HEALTH COMMUNITY  
 DEVELOPMENT GENDER ELDERLY  
 AND CHILDREN  
 DAR ES SALAAM

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**SPECIAL CONDITIONS OF CONTRACT**

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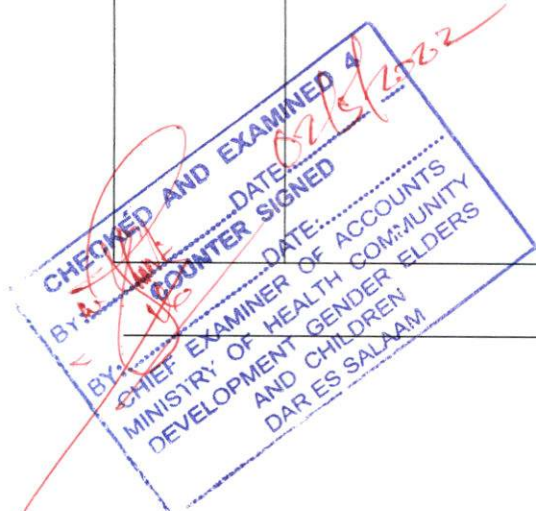
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**Section 2: Special Conditions of Contract**

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, Community Development, Gender, Elderly and Children.  The Consultant is Messer Aru Built Environment Consulting Company Limited (ABECC), <b>P.O Box 35700 DAR ES SALAAM</b> The Intended Completion Date is June, 2022
2	4.6	The assignment is to be completed in the following phases: Phase 1
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 <b><u>Communications and Notices</u></b> are:  <b>Client:</b> PERMANENT SECRETARY (MOHC DGEC)  Attention : Head of Building Section  <b>Consultant :</b> Aru Built environment Consulting Company Limited (ABECC)  <b>P.O Box 35700, DAR ES SALAAM</b>  Attention : Managing Director
6	14.1	The services shall be performed at Health Promotion Center -Ndejengwa Site
7	15.1	The Member in Charge is Head of Buildings.
8	16.1	The Authorized Representatives are:

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		<p><b>For the Client:</b> Head of Buildings</p> <p><b>For the Consultant:</b> Arch. Dr Ombeni Andrew Swai</p>
9	18.1	The effectiveness conditions are the following: None
10	19.1	The time period shall be 7 Days.
11	20.1	The time period shall be 7 days
12	21.1	The time period shall be <b>one Month after defect Liability period</b>
13	28.1	The person designated by the consultant to take charge of the operations of the personnel and performance of such Services as described in Appendix 3 to the contract shall serve in that capacity, as specified in Clause 28.
14	36.5 (a)	The number of months shall be 1 Month
	36.5 (b)	The ceiling on Consultant's liability shall be limited to (Tanzania shillings TZS Five Hundred Sixty Million (560,000,000/=) Only Inclusive of Local Taxes
15	37.1(a)	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in United Republic of Tanzania by the Consultant or their 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,</p>



		<p>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)	<i>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, then state so above.</i>
20	51.2	The ceiling is: N/A
21	52.1	The account is: .....
22	53.1	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.

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		<p><i>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.</i></p> <p><i>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.</i></p> <p><i>A sample provision is provided below for guidance:</i></p> <p><i>"Payments for remuneration made in accordance with GCC 51.1 shall be adjusted as follows:</i></p> <p><i>Remuneration paid pursuant to the rates set forth in Appendix F to the Contract shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] calendar month after the date of the Contract) by applying the following formula:</i></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 <math>R_t</math> is the adjusted remuneration, <math>R_{t_0}</math> is the remuneration payable on the basis of the rates set forth in Appendix F, <math>I_t</math> is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, <math>I_{t_0}</math> 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.
	53.3	The Reimbursable expenses are set forth in Appendix 6 to the Contract.

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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> <ul style="list-style-type: none"> <li>a) 60% of contract sum to be paid upon submission of all preliminaries details as per contract includes commitment letter from Vice Chancellor instead of Professional indemnity Assurance, Inception report, detailed designs, engineering drawings, BOQ and construction documents.</li> <li>b) 40% of Contract sum to be paid prorate to percent achieved during project execution whereby; <ul style="list-style-type: none"> <li>i. 30% to paid prorate to contractor's progress of work</li> <li>ii. 10% to be paid upon completion of the project with submission of all final reports and associated details.</li> </ul> </li> </ul>
	57.3	The interest rate is: N/A
25	77.2(a)	The place of Arbitration is: DODOMA

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**GENERAL CONDITIONS OF CONTRACT**

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### Section 3: General Conditions of Contract

#### A. General

#### 1. Definitions

1.1

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

- (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.
- (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) <b>"Member"</b> means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and <b>"Members"</b> means all these entities.</p> <p>(m) <b>"Month"</b> means calendar month</p> <p>(n) <b>"Party"</b> means the Client or the Consultant, as the case may be, and <b>"Parties"</b> means both of them. Third party means any party other than Client as Consultant</p> <p>(o) <b>"Personnel"</b> means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part; and <b>"Key Personnel"</b> means the Personnel referred to in GCC 24.1.</p> <p>(p) <b>"Reimbursable expenses"</b> means all assignment-related costs other than Consultant's remuneration.</p> <p>(q) <b>"Remuneration"</b> 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) <b>"SCC"</b> means the Special Conditions of Contract by which the GCC may be supplemented.</p> <p>(s) <b>"Services"</b> 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) <b>"Sub-Consultant"</b> means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(u) <b>"Third Party"</b> means any person or entity other than the Client and the Consultant.</p> <p>(v) <b>"Writing"</b> 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"> <li>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and</li> <li>(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;</li> </ul> <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.

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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"> <li>(a) The form of contract;</li> <li>(b) The Special Conditions of Contract (SCC);</li> <li>(c) The General Conditions of Contract (GCC);</li> <li>(d) Terms of reference;</li> <li>(e) Duly registered power of attorney;</li> <li>(f) Negotiation minutes dully signed (if any);</li> <li>(g) Consultant's Proposal;</li> <li>(h) The Appendices (1 to 7); and</li> <li>(i) Any other documents listed in the SCC as forming part of the contract</li> </ul>
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.

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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>B. Commencement, Completion and Modification of Contract</b>
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

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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.
		<b>C. Consultant's Personnel and Sub-Consultants</b>
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"> <li>(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;</li> </ul>

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		<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:

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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"> <li>(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or</li> <li>(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.</li> </ul>
	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"> <li>(a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and</li> <li>(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.</li> </ul>

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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.
<b>D. Obligations of the Consultant</b>		
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.

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	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"> <li>(a) infringement or alleged infringement by the Consultant of any patent or other protected right; or</li> <li>(b) Plagiarism or alleged plagiarism or fronting practice by the Consultant.</li> </ul>
	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"> <li>(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;</li> <li>(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</li> <li>(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</li> </ul>

		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.

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

<p>39. Consultant's Actions Requiring Client's Prior Approval</p>	<p>39.1</p>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) Any change or addition to the Personnel listed in Appendix 3 [Personnel and Sub Consultants] to the Contract;</li> <li>(b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and</li> <li>(c) Any other action that may be specified in the SCC.</li> </ul>
	<p>39.2</p>	<p>Notwithstanding any approval under GCC 39.1 (b) above, 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.</p>

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40. Reporting Obligations	40.1	The Consultant shall submit to the Client the reports and documents specified in Appendix 2 [Reporting Requirements] 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 contracts 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 contracts, 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 which provide record of the content of that communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
43. Performance	43.1	The Consultant shall provide at his cost a Performance

Security		Security to guarantee the faithful performance of 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. 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 may 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.
		<b>E. Obligations of the Client</b>

45. Assistance and Exemptions	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and</li> <li>(d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.</li> </ul>
46. Access to project site	46.1	<p>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.</p>
47. Change in the Applicable Law Related to Taxes and Duties	47.1	<p>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 remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by contract between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 51.2 [Cost Estimate of Services: Ceiling Amount].</p>

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 5A.
	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 hereinafter.
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 58 [Payments to the Consultants] of this Contract.
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 <ul style="list-style-type: none"> <li>(a) how the affected part of the Services shall be carried out, and</li> <li>(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3 [Cost Estimate of Services: Ceiling Amount].</li> </ul>
	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.
<b>F. Payments to the Consultants</b>		
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 [Modifications or Variations] 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 48 [Services, Facilities and Property of the Client], GCC 52 [Payments: General], or GCC 50 [Counterpart Personnel], 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 above, the ceiling set forth in GCC 51.2 above 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	Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the contract, may be charged to the contingency provided for only if the Client approved such expenditures prior to being incurred.
	52.3	With the exception of the final payment under GCC 58 [Final Payment], payments do not constitute acceptance of the Services nor, relieve the Consultant of any obligations.
53. Remuneration and Reimbursable Expenses	53.1	Subject to the ceiling specified in GCC 51.2, the Client shall pay to the Consultant <ul style="list-style-type: none"> <li>(a) Remuneration as set forth in GCC 53.2; and</li> <li>(b) Reimbursable Expenses as set forth in GCC 53.3.</li> </ul> <p>Unless otherwise specified in the SCC, the said remuneration shall be fixed for the duration of the Contract.</p>
	53.2	Remuneration for the Personnel shall be determined on

		the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with GCC 20 and SCC (or such other date as the Parties shall agree in writing), at the rates referred to in the SCC and subject to price adjustment, if any, specified in the SCC.
	53.3	Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
	53.4	The remuneration rates referred to under Clause 53.1(a) above shall cover: <ul style="list-style-type: none"> <li>(c) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as</li> <li>(d) factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and</li> <li>(e) the Consultant's fee.</li> </ul>
	53.5	Remuneration for periods of less than one (1) month shall be calculated on a calendar-day basis for time spent on the assignment (one (1) day being equivalent to 1/30 <sup>th</sup> of a month).
54. Modes of Payment	54.1	Payments in respect of the Services shall be made as specified in GCC Clauses 55 to 57.
55. Currency of Payment	55.1	The currency of payments shall be Tanzania Shillings.
	55.2	Notwithstanding provision of GCC 55.1, if the Contract provides for payment of the Contract Price in more than one currency, the amount payable in each of the applicable currencies shall be specified in the SCC.

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56. Advance Payment	56.1	<p>If so specified in the SCC and upon request by the consultant, 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:</p> <ul style="list-style-type: none"> <li>a). remain effective until the Advance Payment has been fully offset; and</li> <li>b). be in the format as shown in Appendix 7.</li> </ul>
	56.2	<p>The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.</p>
57. Interim Payments	57.1	<p>As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC 53 to 57 for such month, or any other period indicated in the SCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.</p>
	57.2	<p>The Client shall pay the Consultant's statements <b>within thirty (30) days</b> after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.</p>
	57.3	<p>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.</p>

58. Final Payment	58.1	The final payment under this Clause shall be made only 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.
59. Suspension of Payments	59.1	The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant 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: <ul style="list-style-type: none"> <li>(a) shall specify the nature of the failure, and</li> <li>(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.</li> </ul>
<b>G. Time Control</b>		
60. The Services to be Completed by the Intended Completion Date	60.1	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.
61. Early Warning	61.1	If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances or 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, its likely duration, and its cause. As soon as practicable after receipt of the