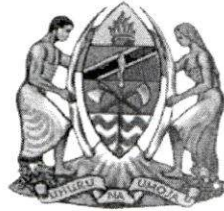


**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN**



**CONTRACT DOCUMENT
FOR**

TENDER No ME/007/2021-2022/HQ/C/73 PROVISION OF
CONSULTANCY SERVICES FOR THE DESIGN REVIEW AND
SUPERVISION SERVICES FOR THE PROPOSED
REHABILITATION/CONSTRUCTION OF HEALTH FACILITIES IN
TABORA, KIGOMA AND UKEREWE PROCUREMENT UNDER
TANZANIA COVID 19NSOCIAL ECONOMIC RECOVERY PLAN
(TCRP) MOHCDGEC/2021/2022/HQ/C/5.

**CLIENT:
MINISTRY OF HEALTH,**

**COMMUNITY DEVELOPMENT
GENDER, ELDERLY AND CHILDREN
P.O.BOX 743 DODOMA.**

**CONSULTANT:
MEKON ARCH CONSULT LTD
P.O BOX 31924 DAR ES
SALAAM.**

DECEMBER, 2021



FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the 17th day of the month of December, 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, Messers Mekon Arch Consult LTD P.O Box 31924 DAR ES SALAAM (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract Provision of consultancy services for the design review and supervision services for the proposed Rehabilitation/Construction of health facilities in Tabora, Kigoma and Ukerewe procurement under TANZANIA COVID 19NSOCIAL 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 TZS Seven Hundred Eighty-Seven Million Eight Thousand Nine Hundred Fifty (787,800,950.00) 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

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,

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| Signature of Authorized representative Name... Occupation..... | <i>Abel N. Makuri</i> | In the presence of | Signature..... Name... Occupation..... |
| | PROF. ABEL N. MAKURI | | <i>Rahibu A. Mashumzo</i> RAHIBU A. MASHUMZO ASALS |
| | PERMANENT SECRETARY | | |

For and on behalf of Messrs Mekon Arch Consult

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| Signature of Authorized representative Name : Occupation: | <i>Dr. Moses Elisante Mkony</i> | In the presence of | Signature..... Name... Occupation..... |
| | Dr. Moses Elisante Mkony | | <i>Grayson Rweyemamu</i> GRAYSON RWEYEMAMU NOTARY PUBLIC |
| | Managing Director Mekon Arch Consult Ltd | | NOTARY PUBLIC ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. BOX 62154, D'SALAM |

SPECIAL CONDITIONS OF CONTRACT

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 (k) | The Client is Ministry of Health, Community Development, Gender, Elderly and Children. The Consultant is Messers Mekon Arch Consult LTD P.O Box 31924 DAR ES SALAAM The Intended Completion Date is June, 2022 |
| 2 | 4.6 | The assignment is to be completed in the following phases: |
| 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 : MOHCDGEC Attention : Head of Building section Consultant : Consultant is Messers Mekon Arch Consult LTD P.O Box 31924 DAR ES SALAAM Attention : Managing Director |
| 6 | 14.1 | The services shall be performed at Tabora, Kigoma and Ukerewe RRH |
| 7 | 15.1 | The Member in Charge is Head of Building. |
| 8 | 16.1 | The Authorized Representatives are: |

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 Messers Mekon Arch Consult LTD P.O Box 31924 DAR ES SALAAM with The Intended Completion Date is June, 2022 |
| 2 | 4.6 | The assignment is to be completed in the following phases: |
| 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 : MOHCDGEC Attention : Head of Building section Consultant : Consultant is Messers Mekon Arch Consult LTD P.O Box 31924 DAR ES SALAAM Attention : Managing Director |
| 6 | 14.1 | The services shall be performed at Tabora, Kigoma and Ukerewe RRH |
| 7 | 15.1 | The Member in Charge is Head of Building. |

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| 8 | 16.1 | The Authorized Representatives are: For the Client: Head of Buildings For the Consultant: Dr Moses Elisante Mkony |
| 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 one Month after defect Liability period |
| 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 <i>[insert amount] - not less than total payments expected to be made under the Consultant's contract or proceeds the Consultants is entitled to receive under its insurance, whichever is higher</i> |
| 15 | 37.1(a) | The risks and the coverage shall be as follows: (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 (b) Third Party liability insurance, with a minimum coverage of N/A (c) Professional Liability insurance, with a minimum coverage of N/A (d) Employer's Liability and Workers' Compensation insurance in respect of the |

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| | | <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 |
| 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><i>Note: In order to adjust the remuneration for inflation, a price adjustment provision should be included here if the</i></p> |

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| 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><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> |
| | | $R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \left\{ \text{or} \quad R_t = R_{t_0} \times \left[0.1 + 0.9 \frac{I_t}{I_{t_0}} \right] \right\}$ <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 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".</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 |

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| | | Appendix 6 to the Contract. |
| 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"> i. 20% of Contract amount will be paid after submission of inception report. ii. 40% on submission of design and design review report. iii. 30% to be paid on submission of construction report at 50% of construction stage iv. 5% on issuance of practical completion certificate v. 5% to be paid after completion of defect liability period and issuance final account certificate. |
| | 57.3 | The interest rate is: N/A |
| 25 | 77.2(a) | The place of Arbitration is: DODOMA |

GENERAL

CONDITIONS

OF

CONTRACT



Section 3: General Conditions of Contract

A. General

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| 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 |

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| | | 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> |

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| 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> |

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| 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. 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 |

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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. |
| | | 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; |

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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"> (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. |

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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. |
| 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. |

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| | 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"> (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 |

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| | | 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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| <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> |

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| <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"> (a) Any change or addition to the Personnel listed in Appendix 3 [Personnel and Sub Consultants] to the Contract; (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and (c) Any other action that may be specified in the SCC. |
| | <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 |

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| 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. |
| | | E. Obligations of the Client |

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| 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"> (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services; (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC. |
| 46. Access to project site | 46.1 | <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> |

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| 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 | <p>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</p> <ul style="list-style-type: none"> (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3 [Cost Estimate of Services: Ceiling Amount]. |
| | 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 |

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| | | by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| F. Payments to the Consultants | | |
| 51. Cost Estimate of Services: Ceiling Amount | 51.1 | An estimate of the cost of the Services is set forth in Appendix 6 to the contract. |
| | 51.2 | Except as may be otherwise agreed under GCC 22 [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"> (a) Remuneration as set forth in GCC 53.2; and (b) Reimbursable Expenses as set forth in GCC 53.3. <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 |

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| | | 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"> (c) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as (d) factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and (e) the Consultant's fee. |
| | 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 th 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"> a). remain effective until the Advance Payment has been fully offset; and b). be in the format as shown in Appendix 7. |
| | 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 within thirty (30) days 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> |

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

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| | | Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced. |
| 62. Extension of the Intended Completion Date | 62.1 | In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost. |
| 63. Progress Meetings | 63.1 | The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure. |
| | 63.2 | The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action. The Minutes and records under this sub-clause shall be signed by the Parties. |

| H. Good Faith and Fairness in Operation | | |
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| 64. Good Faith | 64.1 | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 65. Fairness in Operation | 65.1 | The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC -77.2 [Settlement of Disputes: Arbitration]. |
| I. Termination and Settlement of Disputes | | |
| 66. Termination for Default | 66.1 | The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party. |
| | 66.2 | Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in the SCC. |
| | 66.3 | Fundamental breaches of the contract shall include but shall not be limited to, the following: (a) If the Consultant fails to remedy a failure in the performance of their obligations , as specified in a notice of suspension pursuant to GCC 59 [Suspension of payments] hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the |

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| | | <p>content of the communication;</p> <p>(b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;</p> <p>(c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract;</p> <p>(d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 77.2 [Settlement of Disputes];</p> <p>(e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 77.2 [Settlement of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or</p> <p>(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.</p> |
| | 66.4 | <p>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.</p> |

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| 67. Termination for Insolvency | 67.1 | <p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Client becomes bankrupt or otherwise insolvent; (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party. |
| 68. Termination for Convenience | 68.1 | <p>The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p> |
| 69. Termination because of Force Majeure | 69.1 | <p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> |
| 70. Force Majeure | 70.1 | <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm,</p> |

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| | | flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. |
| | 70.2 | Force Majeure shall not include any: <ul style="list-style-type: none"> (a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations . |
| | 70.3 | Force Majeure shall not include insufficiency of funds or failure to make any payment required. |
| 71. No Breach of Contract | 71.1 | The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| 72. Measures to be taken on Force Majeure | 72.1 | A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. |
| | 72.2 | A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. |
| | 72.3 | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |

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| | 72.4 | <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"><li data-bbox="734 369 1460 571">(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or<li data-bbox="734 593 1460 817">(b) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
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| 73. Cessation of Rights and Obligations | 73.1 | <p>Upon termination of the Contract pursuant to GCC 19 [Termination of Contract 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] , or upon expiration of this Contract pursuant to GCC 21 [Expiration of Contract], all rights and obligations of the Parties shall cease, except</p> <ul style="list-style-type: none"> (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality set forth in GCC 35 [Confidentiality] ; (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38 [Accounting, Inspection and Auditing]; and (d) any right which a Party may have under the Applicable Law. |
| 74. Cessation of Services | 74.1 | <p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC 41 [Proprietary Rights on Documents Prepared by the Consultant] or GCC 42 [Proprietary Rights on Equipment and Materials Furnished by the Client].</p> |
| 75. Payment upon Termination | 75.1 | <p>Upon termination of the Contract pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 69 [Termination because of Force Majeure], the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) remuneration pursuant to GCC 53.2 |

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| | | <p>[Remuneration and Reimbursable Expenses] for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 [Remuneration and Reimbursable Expenses] for expenditures actually incurred prior to the effective date of termination; and</p> <p>(b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p> <p>Payment to the Consultant under GCC 75.1 shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination.</p> |
| 76. Disputes about Events of Termination | 76.1 | If either Party disputes whether an event specified in GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 69 [Termination because of Force Majeure] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 77 [Settlement of Disputes], and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. |
| | 76.2 | In the case of discontract between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 77 [Settlement of Disputes]. |
| 77. Settlement of Disputes | 77.1 | <p><u>Amicable Settlement</u></p> <p>(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> |
| | 77.2 | <p><u>Arbitration</u></p> <p>(a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the</p> |

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| | | provisions and the place specified in the SCC. |
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The Appendices.

Appendix 1: Terms of Reference

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 209/549/01/216

3rdDecember, 2021

Mekon Arch Consult LTD
P.O Box 31924
DAR ES SALAAM.

**RE: NOTIFICATION OF CONTRACT AWARD FOR TENDER NO TENDER NO.
ME/007/2021-2022/HQ/C/73 PROVISION OF CONSULTANCY SERVICES
FOR THE DESIGN REVIEW AND SUPERVISION SERVICES FOR THE
PROPOSED REHABILITATION/CONSTRUCTION OF HEALTH FACILITIES
IN TABORA, KIGOMA AND UKEREWE PROCUREMENT UNDER TANZANIA
COVID 19NSOCIAL ECONOMIC RECOVERY PLAN (TCRP)**

Reference is made to the above heading.

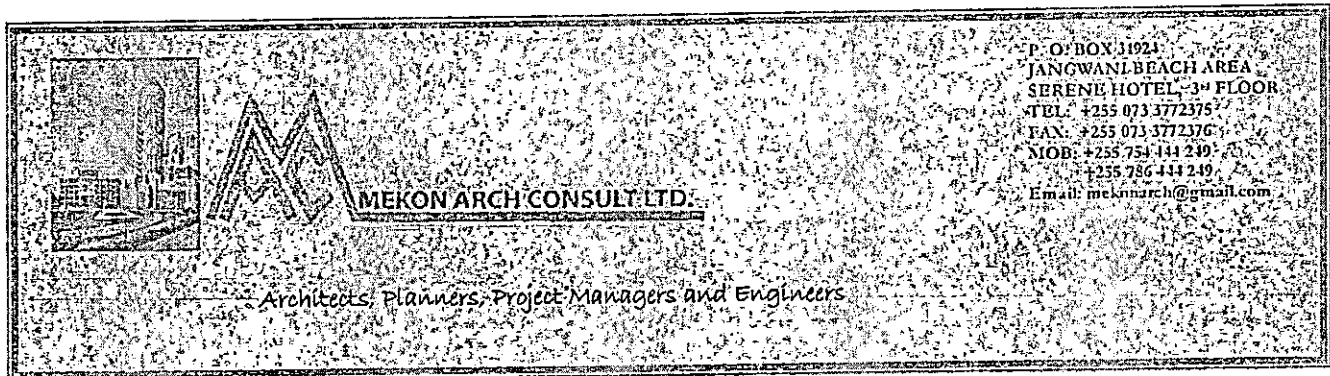
2. Please be informed that, your Tender No: ME/007/2021-2022/HQ/C/73 submitted was approved by Ministerial Tender Board held on 3rd December, 2021.

3. The contract is hereby accepted by the Ministry of Health Community Development, Gender, Elderly and Children at a Contract sum of Tanzania TZS Seven Hundred Eighty-Seven Million Eight Hundred Thousand Nine Hundred Fifty (787,800,950.00) Inclusive of Local Taxes

Thank you for your cooperation.

A handwritten signature in black ink, appearing to read 'Tumainiel E. Macha'.

Tumainiel E. Macha
ACTING PERMANENT SECRETARY (HEALTH)



Your Ref. CAB209/549/01/216

Our Ref: MAC/MOH/SF1

Date: December 3, 2021.

Date: Saturday, 4 December 2021

THE PERMANENT SECRETARY
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER ELDERLY AND CHILDREN
GOVERNMENT CITY -MTUMBA
P.O. BOX 743
DODOMA

Dear Sir,

RE: DESIGN REVIEW AND SUPERVISION SERVICES FOR THE PROPOSED REHABILITATION /CONSTRUCTION OF HEALTH FACILITIES IN TABORA KIGOMA AND UKEREWE PROCUREMENT UNDER TANZANIA COVID 19SOCIAL ECONOMIC RECOVERY PLAN (TCRP)

SUBJECT: LETTER OF ACCEPTANCE OF AWARD

Reference is made to the above subject.

We are writing to acknowledge your letter with ref. CAB209/549/01/216 dated 3rd December 2021, which accepted our tender and awarded us the contract at the sum of TSH.787,800,950.00 (*Seven Hundred and Eighty-Seven million, eight hundred thousand, Nine Hundred and Fifty Only*) for the design review and supervision of health care facilities in Tabora, Kigoma, and Ukerewe as stipulated in terms of Reference.

We wish to confirm our availability after signing the contract, and we shall deliver impeccable services as agreed and according to the approved work program.

We thank you for your cooperation and look forward to working with you.

Yours truly,

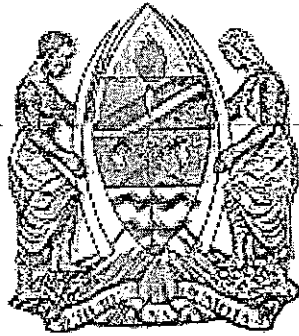
Dr. Moses Mkony
Managing Director

MEKON ARCH CONSULT LIMITED
P.O Box 31924
Dar es Salaam, Tanzania.

T +255 (754) 444 249
+255 (655) 444 249
E mosesmkony@mekon.co.tz
info@mekon.co.tz

THE UNITED REPUBLIC OF TANZANIA

**MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT
GENDER, ELDERLY AND CHILDREN**



TERMS OF REFERENCE

FOR

**THE CONSULTANCY SERVICES FOR DESIGN REVIEW AND CONSTRUCTION
SUPERVISION SERVICES OF HEALTH FACILITIES AT TABORA, KIGOMA
AND UKEREWE REGIONAL REFERRAL HOSPITALS**

Drawn by:

Ministry of Health, Community Development
Gender, Elderly and Children (MOHCDGEC),
Government City, Mtumba,
AFYA Avenue,
P.o.Box 743,
40478 DODOMA

October, 2021

1.0 Introduction

- 1.1 The Ministry of Health, Community Development, Gender, Elderly and Children has received Fund from IMF and allocate towards the cost for Hospital Infrastructures Development projects for Financial Year 2021/2022. Now the Permanent Secretary intends to apply part of the funds to cover for eligible payments under the contract for carrying out **the Consultancy Services for Design Review and Construction Supervision of health facilities at Tabora, Kigoma and Ukerewe Regional Referral Hospitals.**
- 1.2 The scope of the assignment shall include the following floor contents:
- i) **Tabora Regional Referral Hospital (RRH)**
-Proposed Construction of Three storey Maternity building.
 - ii) **Kigoma Regional Referral Hospital (RRH)**
-Extension and Rehabilitation of OPD and Maternity building
 - iii) **Ukerewe Regional Referral Hospital**
-Rehabilitation, Extension/Expansion and Construction of various building
- 1.3 Currently, the MOHCDGEC has adequate hospital areas in each of the stated Regional Referral Hospital to be utilized for construction/Renovation purposes.

2.0 OBJECTIVES

The MOHCDGEC is sourcing for the consultancy services from a well reputable Public Institution having good records in delivering architectural and engineering designs, pre-contract services as well as construction management and supervision services.

A Firm will undertake the assignment and advice on the hospital and medical services to be carried out in respective building to support the project and determine its viability in relation to investment costs versus health services attached thereon towards the demand of health services within the Region and neighboring Regions.

2.1 General Objective

The objective of the assignment is to review the design to conform to the Guiding standards established by the MOHCDGED released in 2017, development of construction documents and supervision for the **Proposed Construction/Renovation Works.**

2.2 Specific Objectives

Specific objectives of the assignment shall entail the following.

- i). To review existing guiding drawings
- ii). To produce construction drawings.
- iii). To produce Bills of Quantities.
- iv). To undertake contract management and supervision of the works to be executed and,
- v). To prepare maintenance plan of the building(s).

3.0 Scope of assignment and Terms of Reference

The entire scope of the assignment is divided into two major packages;

a) Pre- Contract stages -Design Review of construction/renovation documents.

- i). To carry out detailed design review in duration parallel to contractor's programme of work execution at site as shall be guided by the Client's scope to get the best hospital design requirements and facilities of its kind in the region with highest standards of architectural and engineering quality, facilities that function in the best and most competitive manner, facilities that use innovative solutions to attain natural sources with a sustainable and energy efficient.

The finished product that is the building (s) should possess value – for – money and fully delivered within the available budget and given time which will be discussed before guiding on post contract activities but not limited to the following;

- ii). To ensure preliminary collection of information related to construction of respective facilities from the client and prepare a design brief within the budget ceiling
- iii). To carry out the Design Review comprising of the production and submission of drawings and all necessary details for; Architectural and Engineering Designs including Structural Design, Electrical Services, Plumbing and Services, Mechanical Installation, ICT, Cooling systems, fire detection and alarm systems and the like.
- iv). To agree with the Client on all relevant issues pertaining to the works to be executed.
- v). Getting Client's approval for each and every stage attained both during review stage and supervision stage.
- vi). To preparation and submit tentative Program of Work two (2) weeks from the receipt of these TOR for undertaking the Pre-Contract stage as stated in (i & ii) above to complete this phase assignment.

- vii). Studying thoroughly (i.e. analyze) the given guiding information including drawings and come up with any recommendations for improvement.
- viii). In collaboration with Client (Project Coordination team and PMU) prepare tender documents.
- ix). Preparation of Conceptual, Scheme and Detailed Designs for the new construction works
- x). Propose and advise the Client on the probable duration for the works anticipated to be done.
- xi). Preparation of Bills of Quantities (BoQ) and/or schedule of materials
- xii). Processing of necessary approvals for securing Planning Consents, Building Permits and any other permits
- xiii). Assistance to the Client in the Preparation of Contract Documents
- xiv). To ensure timely site handing over to the contractor
- xv). Undertake cost estimation for various project components considering the phased approach of the project.
- xvi). Prepare an implementation plan for the project
- xvii). Prepare Risk Assessment and Mitigation plan
- xviii). To carry out geotechnical investigations through multiple vertical drillings as necessary for the design of five stories building and topographical survey in duration parallel to contractor's programme of work execution at site.

b) Post- Contract Stage – Construction Management and Supervision Phase

The Client's objective is to get a finished building(s) in the selected Lot and, among other things the consultant shall manage the contract and supervise the works to ensure completion of the project to attain functional requirements of the intended buildings to meeting Regional Referral Hospital which is of Level II and Specialized hospital according to the Hospital Guiding Document developed by the Ministry of Health in 2017.

The finished product should have attain the client's desired building which is architecturally beautiful; durable and reasonable easy to operate/maintain; functional structure which are competitive and attractive to health services environment as well as patients; propose energy-efficient equipment; selection of modern medical facilities which demonstrates the use of innovative solutions/technologies and durable equipment. Nonetheless, this phase shall also include but not limited to the following;

- i). Prepares a comprehensive Program of Works to guide the progression of the works execution to the determined implementation duration of the project.
- ii). Provision of technical professionalism and consultancy requirements for the project in line with the Hospital Requirements and not otherwise.
- iii). Defines the scope of the works to be executed.

- iv). Defines the methodology for effective and efficient construction supervision and controls of the project.
- v). Show significant stages and events during construction that will enable the client to plan for the building requirements of the project.
- vi). Defines the construction duration of the project.
- vii). Identify and show all risks to the project and propose mitigation measures.
- viii). Prepares schedule of technical, consultative, and coordination meetings for the project.
- ix). Prepares schedule for stakeholder's meetings, preferably on quarterly bases.
- x). Prepares as built drawings of the building and all installations to the project.
- xi). Prepare/submit certificate of conformity and Maintenance Operation Manual
- xii). To ensure that construction work is done in accordance with the drawings and that all specifications and quality of material used adhere to as specified in the contract documents
- xiii). To supervise the contract on behalf of the client so that the project is completed on time and within the set budget cost whilst ensuring high quality workmanship
- xiv). To advise the client on matters related to legal framework of the contract and provide early warning on the likeness of breach of the contract by the contractor
- xv). To assume the role of a project manager and ensure that all matters pertaining to the international standards of workmanships and in accordance with the National Construction Council (NCC) requirements are adhered to.
- xvi). To undertake quality tests for the inputs used by the contractor (Facilitate third-party inspection and tests to verify that design and operational parameters have been met)
- xvii). Contract Administration from Commencement of the Works to completion of the Project including Defects Liability Period.
- xviii). Provide regular inspection of the works thus ensuring quality of the works in accordance with the provisions of the contract documents. In so doing, issue all necessary Instructions (Architect's/Engineer's Instructions) to clarify on conflicting contractual documentation, give further details and as a result of the contractors' technical query.
- xix). Indemnify the client against all risks involved with the execution of the works by submitting an Indemnity Insurance Bond within fourteen days after signing of the contract and before commencement of the service. Expiration of the Indemnity Insurance Bond shall be Twenty-eight (28) days after the Official Project/Construction Completion Date.
- xx). Provide full Quality Assurance and Control of the Construction Works and materials used ensuring adherence to Design, Standards, Specifications and best construction/professional practice.
- xxi). Inspect and approve materials delivered.

contractor's programme of work execution at site within a period of 45 days. The consultant will supervise the construction works prorate to contractor contract.

6.0 Remuneration for the assignment

Remuneration of the Consultant by the Client shall be in accordance with the Contract Agreement and Clauses given therein which shall constitute the payments for the services parse rendered to the client.

6.1 Payments

- a) The consultant's fees shall be a lump sum covering all expenses, salaries, wages, travel expenses, documents etc. There shall be no extra payments in the event of currency exchange fluctuations, tax changes or price increase, it is a solely **Fixed Contract**.
- b) Payments shall be made prorate to the contractor's performance and quantum of the works executed analysed on monthly basis.
- c) All payments shall be due within 28 days of the receipt of the proper invoice and relevant documents, and within ninety (90) days in the case of the Final Payment.
- d) There shall be no any penalty imposed on late payments made by the Client.

7.0 Prohibitions to the consultant

7.1 The Consultant shall **not** at any time available accept commission, discount, allowance or indirect payment or other consideration with or in relation to the Agreement or to discharge of her/his obligations there under.

7.2 In conception to 6.1 above, the Consultant should not have any personal interest or benefit, whether directly or indirectly, of any gratuity or commission in respect of the patented article or protected article or process used on or for the purpose of the Agreement, unless it is mutually agreed in writing.

8.0 Responsibilities and Obligations of the Client

In the course of project execution, the client shall have the following roles and responsibilities to accomplish;

8.1 Documents and information

8.1.1 The Client will make available all documents and information as required to the consultant all existing information relating to the assignment and will co-operate fully with the consultant during the execution of the assignment in both phases.

8.1.2 The contact person on behalf of the client shall bear the following details;

Head of Building section

NHIF Tower,

6th Floor

Mobile Number: +255754343134

E-mail: archipaulus@gmail.com.

8.2 Coordination, Monitoring, Liaise and Assistance

8.2.1 The Client shall avail as required to the consultant any other document as shall be needed and available upon requested by the consultant.

8.2.2 The consultant shall work in collaboration with the Building Unit at the Ministry of Health, Community Development, Gender, Elderly and Children who will throughout the assignment be responsible for ensuring all construction works status and all deliverables are in place whilst advising the Permanent Secretary – MOHCDGEC on the most appropriate decision to release for the best interest of the project.

8.2.3 The client shall appoint and remunerate the Clerk of Works who shall be stationed at site and work for and on behalf of the client and will liaise with the consultant, contractor, Medical Officer In-Charge and Regional Secretariat working very closely with the Building Unit of the MOHCDGEC.

8.3 Decisions

8.3.1 The Client shall review and make decisions on all Consultants' recommendations and other matters properly referred to him by the Consultant and avail rational decision within reasonable time so as not to impede the design and supervision processes and timing.

8.3.2 In the event of serious non-performance on the consultant's side and prior to any amicable settlement, the Client's Building Unit will assume full responsibility of supervising the works.

8.3.3 The Consultant shall at no reservation submit to the Client all project's documents within seven (7) days from the date in communication being it verbally or in a written form of the client's dissatisfaction of the consultant's performance.

9.0 Responsibilities of the Consultant

Further to above, the Consultant shall cooperate fully and liaise with the Client, all relevant Government and other agencies on matters pertaining to the proposed assignment. The following shall be the obligations of the consultant in executing the assignment;

9.1 Professionalism

- 9.1.1 The Consultant shall exercise all due skill, care and diligence in the performance of his/her services and shall carry out responsibilities in accordance with recognized professional standards.
- 9.1.2 The Consultant shall take into account all (relevant) comments from the Client, other Government authorities and non-government agencies and shall be responsible for the accuracy of the works execution.
- 9.1.3 The consultant shall provide Resident Engineer who will be on site fully to solve the pertaining issues in order to avoid any kind of delays to the project.
- 9.1.4 Consultant shall ensure there at any point of time adequate manpower is provided to undertake and complete the assignment within the agreed schedule.
- 9.1.5 The consultant should always bare into mind that, the project duration is utmost fixed and no any time beyond the contract period shall be entertained.

10.0 Copyright and Ownership

- 10.1 Copyright of the whole works concerned to this assignment with and including all documents prepared by the Consultant in connection with the Agreement rests on the ownership of the Client.
 - 10.1.1 The Consultant may make copies of such documents but shall not use the contents thereof for any purpose unrelated to the services without prior to the written approval from the Client.

11.0 Client's Inputs/Comments

11.1 The Consultant shall always provide the Client with ample time to look into his submissions prior to approval and shall incorporate into his proposed Designs/ Reports all agreed upon inputs/comments from the Client before resubmission for approval.

12.0 Equipment, vehicles and materials

12.1 Equipment, vehicles and materials furnished to the Consultant by the Client or purchased by the Consultant with funds wholly supplied or reimbursed by the Client shall be the property of the Client and shall be so marked and return unconditionally to the Client after the completion of the project.

12.2 Upon completion or termination of the services, the Consultant shall return and furnish to the Client inventories of vehicles, all the equipment and materials referred to (12.1) above.

13.0 Activity Schedule

13.1 Activity Schedule for this assignment shall be included in the Consultant's Proposal together with the communication strategy and implementation plan.

14.0 QUALIFICATION AND EXPERIENCE OF THE CONSULTANT

The consultancy firm must have a minimum of five (5) years experience in managing projects of similar nature and size. To qualify for this assignment, the consultant must be capable and Registered with Tanzanian Professional Boards registered. Furthermore the firm must have the following Staff:-

15.0 STAFFING

15.1 It is envisaged that the Consultant will engage competent, qualified professionals to carry out the consultancy work. The composition of the team should include the following staff and the Consultant will make justifiable alterations to the suggested composition of the team:-

| S/N | Professional | Minimum Requirements |
|-----|-------------------------------------|--|
| 1. | Project Team Leader | <ol style="list-style-type: none"> 1. Principal Architect 2. Post Graduate Degree / Advanced Diploma in Architecture 3. 10 years' Experience in Contract / Project Management 4. 15 years' experience as an Architect 5. Registered with Architects and Quantity Surveyors Registration Board |
| 2. | Project Architect | <ol style="list-style-type: none"> 1. Principal Architect 2. Post Graduate Degree/ Advanced Diploma in Architecture 3. 5 yrs Experience in Contract / Project Management 4. 10 years' experience as an Architect 5. Registered with Architects and Quantity Surveyors Registration Board |
| 3. | Project Quantity Surveyor | <ol style="list-style-type: none"> 1. Principal Quantity Surveyor 2. Degree / Advanced Diploma in Quantity Surveying/ Building Economics 3. 5 yrs Experience in Contract / Project Management 4. 10 Yrs Experience as a Quantity Surveyor 5. Registered with Architects and Quantity Surveyors Registration Board |
| 4. | Project Civil / Structural Engineer | <ol style="list-style-type: none"> 1. Degree in Civil / Structural Engineering 2. 10 Yrs Experience as Structural / Civil Engineer 3. Registered with Engineers Registration Board as a Consulting Engineer |
| 5. | Project Electrical Engineer | <ol style="list-style-type: none"> 1. Degree in Electrical Engineering 2. 10 Yrs. Experience in Electrical Engineering Works 3. Registered with Engineers Registration Board as a Consulting Engineer |
| 6. | Project Mechanical Engineer | <ol style="list-style-type: none"> 1. Degree in Mechanical Engineering 2. 10 Yrs Experience in Mechanical Engineering Works 3. Registered with Engineers Registration Board as Consulting Engineer |
| 7. | Project ICT Engineer | <ol style="list-style-type: none"> 1. Degree in ICT / Computer Science 2. 10 Yrs Experience 3. Registered with Engineers Registration Board as a Consulting Engineer |

| | | |
|-----|---------------------------|---|
| 8. | Civil/Structural Engineer | 1. Degree in Civil/Structural Engineering 2. 10 Yrs Experience 3. Registered with Engineers Registration Board as a Consulting Engineer |
| 9. | Land Surveyor | 1. Degree in Land Surveying 2. 10 Yrs Experience in Land Surveying 3. Registered with Engineers Registration Board as Consulting Engineer |
| 10. | Environmental Engineer | 1. Degree in Environmental Engineering or Environmental Management 2. 10 Yrs Experience in Environmental Engineering 3. Registered with Engineers Registration Board as Consulting Engineer |

15.2 Team Leader

The Project Team Leader will be responsible for the preparation of detailed design incorporating the design work done by the other Consultants and prepare all necessary production drawings with all details and specifications necessary for preparation of Bills of Quantities and for Construction.

15.3 Project Architect

The Project Architect will be responsible for the preparation of detailed design incorporating the design work done by the other Consultants and prepare all necessary production drawings with all details and specifications necessary for preparation of Bills of Quantities and for Construction.

15.4 Project Quantity Surveyor

The Quantity Surveyor will be responsible for the preparation of a detailed cost estimate based upon priced bills of quantities in line with the budget allocation. The QS will also compile the Tender documents in readiness for tender action in line with the Public Procurement Act (2011) and its regulations.

15.5 Project Electrical Engineer

The Electrical Engineer will be responsible for the preparation of electrical engineering drawings and specifications necessary for the preparation of tender bills of quantities and for construction.

15.6 Project Mechanical Engineer

The Mechanical Engineer will be responsible for the preparation of the mechanical engineering drawings and specifications necessary for the preparation of tender bills of quantities and for construction.

15.7 Project Civil/Structural Engineer

The Civil/Structural Engineer will be responsible for the preparation of the structural / civil engineering drawings and specifications necessary for the preparation of tender bills of quantities and for construction.

15.8 Project ICT Engineer

The Project ICT Engineer will be responsible for the preparation of ICT drawings and specifications necessary for the preparation of tender bills of quantities and

for construction.

Appendix 2: Key Expert

FORM 5A6:

TEAM COMPOSITION, KEY EXPERTS INPUTS QUALIFICATION AND EXPERIENCE.

6.1.1 TEAM COMPOSITION

As per **Terms of Reference (ToR)**, the Consultant proposes a mature cream team of carefully selected, highly experienced consultants who have carried out similar scope and scale projects inside and outside Tanzania. The Team comprises specialists and experts from Mekon Arch Consult Limited (**MACL**), **DONMARK LTD.**, **M/S SGC LTD.** and **FBNE LTD.**, denoted **MACL&ASSOCIATE**. The Consultants will take full responsibility for the execution of the project, managed from MACL offices in Dar es Salaam. The Study Team is composed of the following category of key staff listed in table 6A for design, f supervision of construction, and for supervision of defects liability period. The responsibility of key staff is ticked accordingly in the table. The Curriculum Vitae for the above personnel is attached in Appendix

6.1.2 TEAM PARTICIPATION

The teams will be divided in three stages namely;

1. Design stage
2. Construction stage and
3. Defect's liability stage.

Different team members will team will be responsible for carrying out the first second and third as indicated in the table6A ticked boxes in the table.

6.1.2.1 Design stage

In the design phase of the project, the team shall be involved in developing a Master plan for the land use, Preliminary and Detailed Design, and preparation of tender documents and evaluation of tender process. The main objective is to prepare a Master Plan for the orderly development of the Institute towards current design and future land use and prepare the detailed design to meet all tasks listed in ToR. The team consist of the key staff as ticked in table 6A

6.1.2.2 Construction Stage

The team will be responsible for Phase II for the Supervision of construction works. The Consultant shall be fully responsible for the supervision of the construction works from beginning to the successful completion of the works, including the defect liability period as specified in the ToR. The team's key task will be to ensure that the Contractor strictly adheres to the contract, specifications, and bills of quantities in the execution of the works and advise the Client on the appropriate actions to be taken whenever there is a breach of contract or misconduct by the Contractor. In our list, we have included mechanical engineers excluded in the TOR at this stage. Table 6A below presents the team of key staff as ticked in respective box.

6.1.2.3 Defects Liability Stage

According to the ToR, the role of the consultant at this stage is to oversee the works during the Defects Liability Period through regular visits. The team shall carry out site visits at regular intervals. They shall draw the Contractor's attention to any defects if notified and shall supervise such remedial works. Before the defect's liability period expiry, the Consultant shall inspect the works according to the Condition of Contract and issue instructions for rectifications of all defects, imperfections of faults, and supervise the remedial works. Following the Employer's acceptance, the Defects Liability Certificate shall be issued. The team responsible for the defect's liability period is presented in Table 6A below as ticked in responsive box.

NB The mechanical engineer also included at this stage as he is a key person during inspection of mechanical services of the project.

TABLE 6A THE TEAM AND KEY PERSONNEL FROM EACH FIRM IN ALL STAGES

| S/N | POSITION | NAME OF THE FIRM | NAME OF EXPERT | QUALIFICATION AND EXPERIENCE | DESIGN | CONSTRUCTION | DEFECT LIABILITY PERIOD |
|-----|---------------------------------|-------------------------|--|--|--------|--------------|-------------------------|
| 1 | PROJECT MANAGER AND TEAM LEADER | MEKON ARCH CONSULT LTD. | ARCH. DR. MOSES MKONY 39 years of experience of architectural practice and project management | ARCH. DR. MOSES MKONY PhD. (Chalmers-Sweden); Master's in architectural management (Nottingham); Bachelor of Architecture (Queen's land); o Corporate Member of the Royal Australian Institute of Architects o Corporate Member of the Architectural Association of Tanzania; o Member of the American institute of architects AIA o Registered Architect (T); Managing Director Mekon Arch Consult Ltd. | ✓ | ✓ | ✓ |
| 2 | ARCHITECT | MEKON ARCH CONSULT LTD. | ARCH. BERNO BATINAMANI 19 years of architectural and project management experience | ARCH. BERNO BATINAMANI • Registered Architect (T); • Senior architecture - Mekon Arch Consult Ltd. • Member of the Architectural Association of Tanzania; Senior Architect Mekon Arch Consult Ltd. | ✓ | ✓ | ✓ |

FORM 5A6 Team Composition, Key Experts Inputs, qualification and experience.

| | | | | | | | |
|---|------------------------------|----------------------------|---|---|---|---|---|
| 3 | INTERIOR DESIGNER | MEKON ARCH CONSULT LTD. | ARCH. ELIAKIM MOLLEL 10 years of experience | ARCH. ELIAKIM MOLELI Bachelor of Architecture -Ardhi University <ul style="list-style-type: none"> Registered Interior Designer Architect (T) Director of interior architecture -Mekon Arch Consult Ltd. Member of the Architectural Association of Tanzania Director of Interior Design Mekon Arch Consult Ltd. | ✓ | ✓ | ✓ |
| 4 | STRUCTURAL ENGINEER | M/S. SGC LIMITED | JUSTINE G. KESSY SGC LIMITED 10 years of experience | JUSTINE G. KESSY <ul style="list-style-type: none"> Master's degree in Civil Engineering, specialised in Structural Engineering and Structural Materials - University of Cape Town, South Africa - 2012 Bachelor of Science Degree in Civil/Structural Engineering - University of Dar es salaam, Tanzania - 2008 | ✓ | ✓ | ✓ |
| 5 | ELECTRICAL ENGINEER | FBNE | ENG. DR. NDYETABURA YAHAYA HAMIS 25 years working experience | ENG. ROZALIA AMENDUS <ul style="list-style-type: none"> PGD in Electrical Power Eng BSc. Computer Eng. & IT Registered CEng. Computer & IT/Electrical Director, FBNE | ✓ | ✓ | ✓ |
| 6 | MECHANICAL/ SERVICE ENGINEER | MEKON CONSULTING ENGINEERS | ENG. ERASTO S. LYAMUYA 27years of experience) | ENG. ERASTO S LYAMUYA <ul style="list-style-type: none"> Registered Consultant Engineers Registration Board Tanzania (ERB) (Reg. No:125) 2003 Member Institution of Engineers Tanzania (IET) reg. No. M1068, 2001 Member Association of Consulting Engineers Tanzania (ACET), 2004 Mekon Consulting Engineers | ✓ | ✓ | ✓ |

FORM 5A6 Team Composition, Key Experts Inputs, qualification and experience.

| | | | | | | | |
|---|---------------------------------|------------------------|---|---|---|---|--|
| 7 | MATERIAL /GEOTECHNICAL ENGINEER | M/S. SGC LIMITED | SALVATORY FAUSTINE LYAKURWA 25 years of experience) | SALVATORY FAUSTINE LYAKURWA M.Sc. (Geotechnical Engineering & Management), University of Birmingham, United Kingdom. B.Sc. (Civil Engineering), University of Dar-es Salaam, Tanzania. Registered as Consulting Engineer. Registered as Professional Engineer with Engineers Registration Board (ERB). Corporate Member, Institution of Engineers, Tanzania (M:127). Managing Director M/S: SCC LIMITED | ✓ | | |
| 8 | QUANTITY SURVEYOR | DONMARK (T) LTD | GERVAS KONDOBOLE Over 15 years of working experience | GERVAS KONDOBOLE Bachelor of Science Quantity Surveying (Building Economics) Registered Quantity Surveyor Reg. No. QL 104 178 7/05 Member, Tanzania Institute of Quantity Surveyors Member, Architect and Quantity Surveyors Registration Board TZ Managing Director DONMARK LTD | ✓ | ✓ | |
| 9 | TOWN PLANNER | MEKON ARCH CONSULT LTD | DR. JUMA MUHAMED. | DR. JUMA MUHAMED. | ✓ | | |

FORM SA6 Team Composition, Key Experts Inputs, qualification and experience.

| | | | | | | | |
|----|-------------------------------|----------------------------|--|--|---|---|---|
| | | | Over 13 years of working experience | <ul style="list-style-type: none"> • Phd:Eng. management • Master's engineering management • B.sc urban and regional planning • Registered Town Planner • Member – Tanzania Association of Planners (TAP) • Hon Secretary – Tanzania Association of Planners <p>Associate Partner Mekon arch consult Ltd</p> | | | |
| 10 | LAND SURVEYOR | SGC | RENATUS ABEID MAKOYE 16 years of working experience | <p>RENATUS ABEID MAKOYE</p> <ul style="list-style-type: none"> • B.Sc. (Land Surveying) - UCLAS, University of Dar es Salaam • Professional Associate Member of Institute of Surveyors of Tanzania <p>Associate Partner Mekon Consulting Engineers</p> | ✓ | | |
| 11 | CIVIL/WATER SANITARY ENGINEER | MEKON CONSULTING ENGINEERS | Emmanuel Benedict More Than 11 Years of Experience | <p>Emmanuel Benedict</p> <p>Master of Science - Structural Engineering, University of Salford, Manchester, 2019/2021</p> <p>B.Sc. Civil, (Hons) Transportation & Highway Engineering, University of Dar es Salaam, Tanzania, 2001</p> | ✓ | | |
| 12 | ICT ENGINEER | FBNE | ENG. ROZALIA AMENDUS 10 years of experience) | <p>ENG DR. NDYETABURA YAHAYA HAMIS</p> <ul style="list-style-type: none"> • PhD (Computer Eng & IT) • MSc Eng (Electronics and Information Technology) • BSc Eng (Electrical and Electronics) <p>Registered CEng Electrical/Electronics/ICT</p> <p>MANAGING PARTNER FBNE/LTD</p> | ✓ | ✓ | ✓ |

FORM 5A6 Team Composition, Key Experts Inputs, qualification and experience.

| | | | | | | | |
|----|----------------------|-------------|--|---|--|---|--|
| 13 | ENVIRONMENTAL EXPERT | SGC LIMITED | <p>CHARLES LETINANI SWAI <i>More Than 30 Years of Experience</i></p> | <p>CHARLES LETINANI SWAI</p> <ul style="list-style-type: none"> • Master's degree in engineering management, University of DSM. • Post Graduate Diploma - Engineering Management University of DSM • Registered Environmental Expert with NEMC • Project Management Association of Tanzania • Registered Professional Engineers with Engineers Registration board (ERB) 2010 • Environmental Health Officers of Tanzania (CHAMATA) | | ✓ | |
|----|----------------------|-------------|--|---|--|---|--|

TABLE 6B -SUPPORTING KEY PROFESSIONAL STAFF

All technical staff to assist key staffs

| MEKON ARCH CONSULT LTD | | | | |
|------------------------|-------------------------|--|---------------------------------|---------------------|
| Name | Position | Qualifications | Expertise | Years of Experience |
| Beno Batinamani | Ass. Architect | BArch Registered Architect | Architect | 19 |
| Neemael Mkony | Ass. Interior architect | BArch interior architecture | Interior architect and designer | 4 |
| Belinda mkony | Ass. Project manager | Masters in architectural management. BArch Architecture | Project manager | 8 |

FBNE

| | | | | |
|------------------------------|---------------------|---|-------------------|----|
| PEng Emmanuel Mrema | ICT Engineer | BSc. Computer Eng. & Information Technology Registered PEng. Computer & IT. | Computer Eng & IT | 6 |
| CEng. Mussa Said Kimaka | Mechanical Engineer | MSc Eng (Mechanical), BSc. Mechanical Eng. Registered CEng. Mechanical | Mechanical | 30 |
| CEng. Stephano Martin Lubuva | Mechanical Engineer | Bsc. In Mechanical Engineering Registered PEng. Mechanical | Mechanical | 18 |

SGC LIMITED

| | | | | |
|-----------------|------------------------------|-------------------------------|-----------------------|----|
| Vitalis Mitinje | Senior Geotechnical Engineer | MSc Eng BSc. Registered | Geotechnical engineer | 10 |
|-----------------|------------------------------|-------------------------------|-----------------------|----|

FORM 5A6 Team Composition, Key Experts Inputs, qualification and experience.

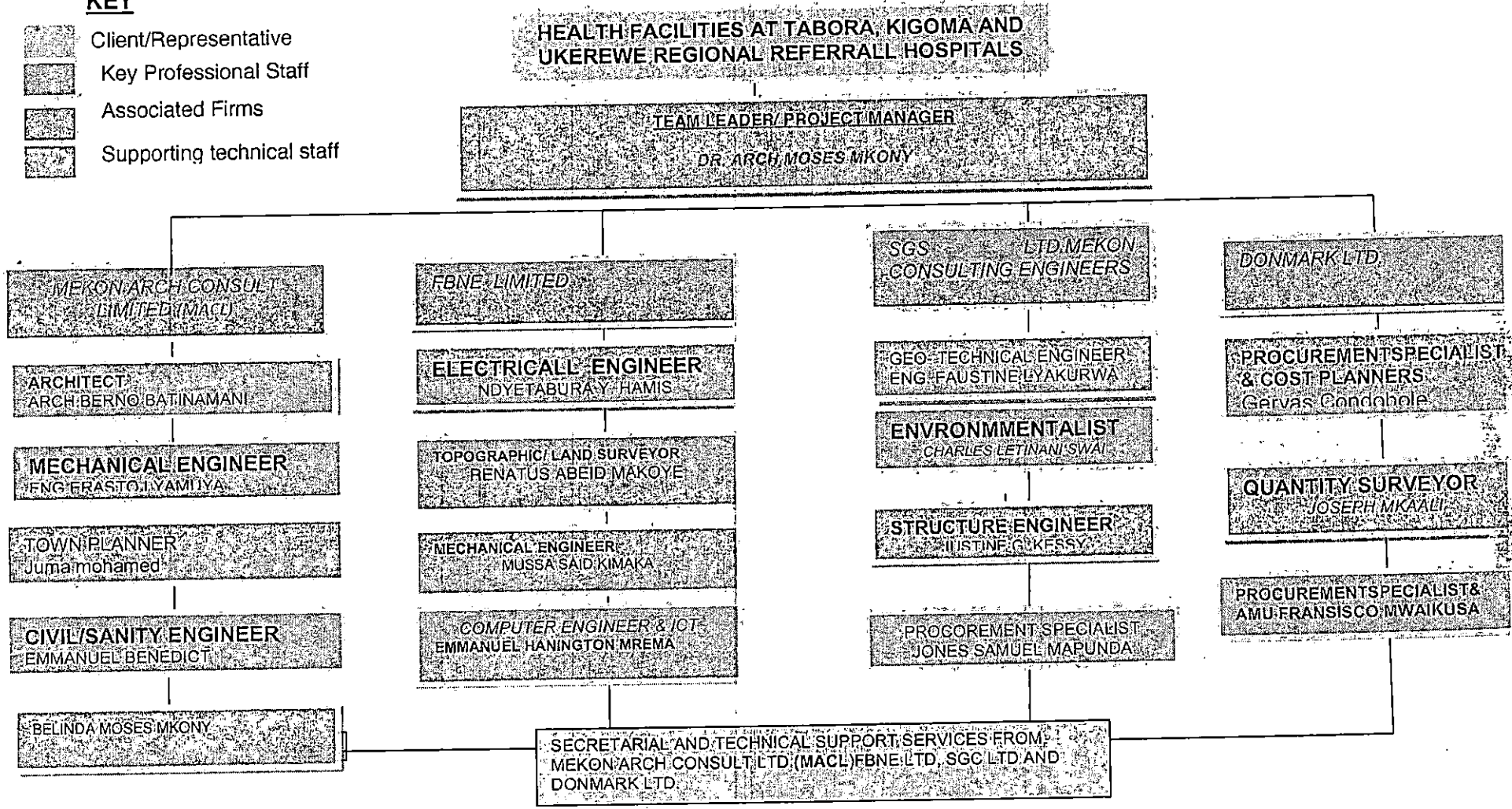
| | | | | |
|-------------------|---------------|-------------------------|----------|----|
| Simon Kabwebwe | Land Surveyor | B.Sc. Land surveying | Surveyor | 10 |
| Geoffrey Kitalile | SGC LTD | Soil/Materials Engineer | | 12 |

| DONMARK | | | | |
|-----------------------------|-------------------|--|------------------------|---|
| 1. Mr. Deogratius Lukansola | QUANTITY SURVEYOR | <ul style="list-style-type: none"> • Bsc Quantity Surveying (ARU) 2016 • Member of TIQS • Registered Quantity Surveyor • Professional experience | QUANTITY SURVEYOR | 5 |
| Mr. Francis Mwakalile | QUANTITY SURVEYOR | <ul style="list-style-type: none"> • Bsc Quantity Surveying (ARU) 2017 • Graduate Member of TIQS | ASS. QUANTITY SURVEYOR | 3 |
| Mr. Theodat Mahuvi | QUANTITY SURVEYOR | <ul style="list-style-type: none"> • Bsc Quantity Surveying (ARU) 2017 • Member of TIQS | QUANTITY SURVEYOR | 3 |

The organization chart below shows the inter-relationship of staff and resources of the project team to deliver the project.

KEY

-  Client/Representative
-  Key Professional Staff
-  Associated Firms
-  Supporting technical staff

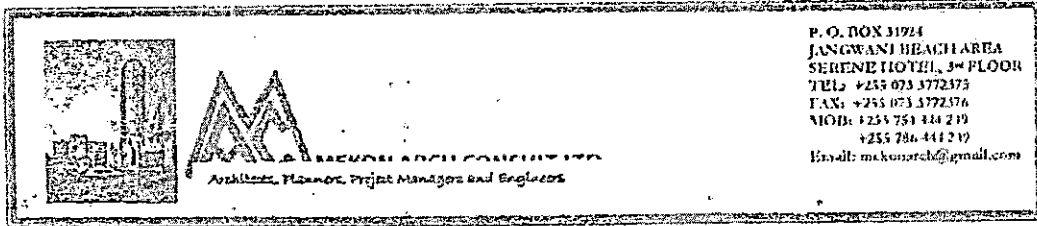


FORM 5A6 Team Composition, Key Experts Inputs, qualification and experience.

TABLE 6C : SUMMARY OF TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS
STAFF MONTHS

| s/n | Name | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | Total time-input (In Months) | | |
|-------------|-----------------------------|--|------------------------------|----------------------------|-------|
| | | | Home Design stage | Field Construction and DLP | Total |
| 1 | Arch. Dr. Moses Mkony | Team leader | 12.19 | 5.8 | 17.99 |
| 2 | BENO BATINAMANI | Architect | 12.88 | 5.29 | 18.17 |
| 3 | Gervas Kondobole | Quantity Surveyor | 12.53 | 8.13 | 20.66 |
| 4 | Justine G. Kessy | Structural/Civil Engineer | 6.20 | 3.24 | 9.44 |
| 5 | Erasto Lyamuya | Mechanical Engineer | 5.03 | 2.99 | 8.02 |
| 6 | Eng. Rozalia Amendus | ICT Specialist | 7.3 | 4.37 | 11.67 |
| 7 | Ndetabura Yahaya Hamisi | Engineer Engineer | 9.03 | 4.45 | 13.48 |
| 8 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | 5.18 | 2.82 | 8 |
| 9 | Charles Letinani Swai | Environmentalist | 2.5 | 0.5 | 3 |
| 11 | Emmanuel Benedict | Water/Sanitation Engineer | 3 | 3.08 | 6.08 |
| 12 | Renatus Abeid Makoye | Land Surveyor | 3.64 | 1.20 | 4.84 |
| 13 | Dr, Juma Muhamed. | Town Planner | 3.69 | 4.4 | 8.09 |
| 15 | Arch. Eliakim Mollel | Interior Designer | 6.49 | 3.17 | 9.66 |
| SUB TOTAL | | | 89.66 | 49.44 | 139.1 |
| GRAND TOTAL | | | | | 139.1 |

Appendix 3: Breakdown of Contract Price



Form 5B1 Financial Proposal Submission Form

Date: 20th November 2021

To:
 Permanent Secretary
 Ministry of Health, Community Development, Gender Elderly and Children
 Government City,
 Alya Street, Miumba Area,
 P.O. Box 743, 40478
 Dodoma

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Provision Of Consultancy Services For Design Review And Construction Supervision Of Health Facilities At Tabora, Kigoma And Ukerewe Regional Referral Hospitals**

in accordance with your Request for Proposal dated 19th November 2021 and our Technical Proposal. Our attached Financial Proposal is for the sum of Seven Hundred-Forty-Seven Million, One Hundred Fifteen Thousand Only Tanzanian Shillings (747,115,000). This amount is exclusive of local taxes, which we have estimated at Seventy Eighty Million, Forty-Seven Thousand, One Hundred and Fifteen Thousand Only Tanzanian Shillings (78,041,700.00).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in PDS 25.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows.

| Name and Address of Agents | Amount | Purpose of commission or gratuity |
|----------------------------|--------|-----------------------------------|
| None | None | None |
| None | None | None |
| None | None | None |

We also declare that the Government of the United Republic of Tanzania has not declared us or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT 3).

We understand you are not bound to accept any Proposal you receive.

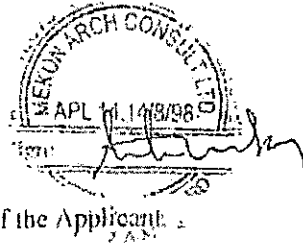
*Managing Director M. E. Mkony M. Arch (Hullingham) B. Arch (Queensland) Dip. Arch (ARAI) MAAT, Registered Architect
 Director M.A. Lord B. A. Arch, (Manchester), RIBA, AAT Registered Architect
 Director J. M. Cunningham B. Arch (Newcastle) RIBA, AAT, Registered Architect*

Signed:

In the capacity of Managing Director

Duly authorised to sign the proposal on behalf of the Applicant.

Date:



Managing Director: M. E. Mikony M. Arch (Nottingham) B. Arch (Queensland) Dip. Arch (ARAI) MAAT, Registered Architect
Director: M. A. Lord B. A. Arch. (Manchester), RIBA, AAT Registered Architect
Director: J. M. Cunnagh B. Arch (Newcastle) RIBA, AAT, Registered Architect

FORM 5B2 - SUMMARY OF COSTS

| COST COMPONENT | CURRENCY | COSTS |
|---------------------------|--------------------|-----------------------|
| Staff Remuneration | Tanzania Shillings | 433,565,000.00 |
| Reimbursable | Tanzania Shillings | 292,000,000.00 |
| Miscellaneous expenses | Tanzania Shillings | 21,550,000.00 |
| Sub-Total | Tanzania Shillings | 747,115,000.00 |
| LOCAL TAXES | | |
| Value added Tax (VAT) 18% | Tanzania Shillings | 78,041,700.00 |
| GRAND TOTAL | Tanzania Shillings | 825,156,700.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Inception Stage | | | | | | |
|--------------------|---------------------------------|-----------------------------|--------------|--------------------|----------------------|----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 0.35 | 4,000,000.00 | 1,400,000.00 |
| | | | Field | 0.41 | 4,000,000.00 | 1,640,000.00 |
| 2 | Arch. Beno Matinamani | Project Architect | Office | 0.23 | 3,000,000.00 | 690,000.00 |
| | | | Field | 0.18 | 3,000,000.00 | 540,000.00 |
| 3 | Arch. Eliakim Mollel | Interior Architect | Office | 0.13 | 3,000,000.00 | 390,000.00 |
| | | | Field | 0.37 | 3,000,000.00 | 1,110,000.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 0.10 | 3,000,000.00 | 300,000.00 |
| | | | Field | 0.57 | 3,000,000.00 | 1,710,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 0.10 | 3,000,000.00 | 300,000.00 |
| | | | Field | 0.29 | 3,000,000.00 | 870,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 0.11 | 3,000,000.00 | 330,000.00 |
| | | | Field | 0.21 | 3,000,000.00 | 630,000.00 |
| 7 | Eng.Rozalla Amendus | Project ICT Engineer | Office | 0.07 | 3,000,000.00 | 210,000.00 |
| | | | Field | 0.37 | 3,000,000.00 | 1,110,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Eletrical Engineer | Office | 1.00 | 3,000,000.00 | 3,000,000.00 |
| | | | Field | 0.50 | 3,000,000.00 | 1,500,000.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 0.17 | 3,000,000.00 | 510,000.00 |
| | | | Field | 0.26 | 3,000,000.00 | 780,000.00 |
| 11 | Charles Letinani Swai | Environmentalist | Office | 1.25 | 3,000,000.00 | 3,750,000.00 |
| | | | Field | 0.25 | 3,000,000.00 | 750,000.00 |
| 12 | Renatus Abeid Makoye | Land Surveyor | Office | 0.99 | 3,000,000.00 | 2,970,000.00 |
| | | | Field | 0.47 | 3,000,000.00 | 1,410,000.00 |
| 13 | Dr, Juma Muhamed | Town Planner | Office | 0.60 | 3,000,000.00 | 1,800,000.00 |
| | | | Field | 0.28 | 3,000,000.00 | 840,000.00 |
| GRAND TOTAL | | | | 9.26 | | 28,540,000.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Preliminary Design +Cost estimates | | | | | | |
|------------------------------------|---------------------------------|-----------------------------|--------------|--------------------|----------------------|----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 0.27 | 4,000,000.00 | 1,080,000.00 |
| | | | Field | 0.41 | 4,000,000.00 | 1,640,000.00 |
| 2 | Arch. Beno Matinamani | Project Archtect | Office | 0.33 | 3,000,000.00 | 990,000.00 |
| | | | Field | 0.18 | 3,000,000.00 | 540,000.00 |
| 3 | Arch. Eliakim Mollel | Interior Architect | Office | 0.18 | 3,000,000.00 | 540,000.00 |
| | | | Field | 0.37 | 3,000,000.00 | 1,110,000.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 0.14 | 3,000,000.00 | 420,000.00 |
| | | | Field | 0.57 | 3,000,000.00 | 1,710,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 0.12 | 3,000,000.00 | 360,000.00 |
| | | | Field | 0.29 | 3,000,000.00 | 870,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 0.11 | 3,000,000.00 | 330,000.00 |
| | | | Field | 0.21 | 3,000,000.00 | 630,000.00 |
| 7 | Eng.Rozalia Amendus | Project ICT Engineer | Office | 0.11 | 3,000,000.00 | 330,000.00 |
| | | | Field | 0.37 | 3,000,000.00 | 1,110,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Eletrical Engineer | Office | 1.00 | 3,000,000.00 | 3,000,000.00 |
| | | | Field | 0.50 | 3,000,000.00 | 1,500,000.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 0.16 | 3,000,000.00 | 480,000.00 |
| | | | Field | 0.26 | 3,000,000.00 | 780,000.00 |
| 11 | Charles Letinani Swai | Environmentalist | Office | 1.25 | 3,000,000.00 | 3,750,000.00 |
| | | | Field | 0.25 | 3,000,000.00 | 750,000.00 |
| 12 | Renatus Abeid Makoye | Land Surveyor | Office | 0.99 | 3,000,000.00 | 2,970,000.00 |
| | | | Field | 0.47 | 3,000,000.00 | 1,410,000.00 |
| 13 | Dr. Juma Muhamed | Town Planner | Office | 0.67 | 3,000,000.00 | 2,010,000.00 |
| | | | Field | 0.28 | 3,000,000.00 | 840,000.00 |
| GRAND TOTAL | | | | 9.49 | | 29,150,000.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Scheme Design Stage | | | | | | |
|---------------------|---------------------------------|-----------------------------|--------------|--------------------|----------------------|----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 0.24 | 4,000,000.00 | 960,000.00 |
| | | | Field | 0.41 | 4,000,000.00 | 1,640,000.00 |
| 2 | Arch. Beno Matinamani | Project Archtect | Office | 0.33 | 3,000,000.00 | 990,000.00 |
| | | | Field | 0.18 | 3,000,000.00 | 540,000.00 |
| 3 | Arch. Eliakim Mollel | Interior Architect | Office | 0.16 | 3,000,000.00 | 480,000.00 |
| | | | Field | 0.37 | 3,000,000.00 | 1,110,000.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 1.42 | 3,000,000.00 | 4,260,000.00 |
| | | | Field | 0.57 | 3,000,000.00 | 1,710,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 0.28 | 3,000,000.00 | 840,000.00 |
| | | | Field | 0.29 | 3,000,000.00 | 870,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 0.25 | 3,000,000.00 | 750,000.00 |
| | | | Field | 0.21 | 3,000,000.00 | 630,000.00 |
| 7 | Eng.Rozalia Amendus | Project ICT Engineer | Office | 0.07 | 3,000,000.00 | 210,000.00 |
| | | | Field | 0.37 | 3,000,000.00 | 1,110,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Eletrical Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 0.37 | 3,000,000.00 | 1,110,000.00 |
| | | | Field | 0.26 | 3,000,000.00 | 780,000.00 |
| 11 | Charles Letinani Swai | Environmentalist | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 12 | Renatus Abeid Makoye | Land Surveyor | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 13 | Dr. Juma Muhamed | Town Planner | Office | 0.29 | 3,000,000.00 | 870,000.00 |
| | | | Field | 0.28 | 3,000,000.00 | 840,000.00 |
| GRAND TOTAL | | | | 6.35 | | 19,700,000.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Detailed and Design Review stage | | | | | | |
|----------------------------------|---------------------------------|-----------------------------|--------------|--------------------|----------------------|----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 0.33 | 4,000,000.00 | 1,320,000.00 |
| | | | Field | 0.41 | 4,000,000.00 | 1,640,000.00 |
| 2 | Arch. Beno Matinamani | Project Archtect | Office | 3.72 | 3,000,000.00 | 11,160,000.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 3 | Arch. Eliakim Mollel | Interior Architect | Office | 0.37 | 3,000,000.00 | 1,110,000.00 |
| | | | Field | 0.22 | 3,000,000.00 | 660,000.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 0.57 | 3,000,000.00 | 1,710,000.00 |
| | | | Field | 0.16 | 3,000,000.00 | 480,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 0.29 | 3,000,000.00 | 870,000.00 |
| | | | Field | 0.38 | 3,000,000.00 | 1,140,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 0.34 | 3,000,000.00 | 1,020,000.00 |
| | | | Field | 0.21 | 3,000,000.00 | 630,000.00 |
| 7 | Eng.Rozalia Amendus | Project ICT Engineer | Office | 0.37 | 3,000,000.00 | 1,110,000.00 |
| | | | Field | 0.22 | 3,000,000.00 | 660,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Eletrical Engineer | Office | 0.58 | 3,000,000.00 | 1,740,000.00 |
| | | | Field | 0.28 | 3,000,000.00 | 840,000.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 0.51 | 3,000,000.00 | 1,530,000.00 |
| | | | Field | 0.26 | 3,000,000.00 | 780,000.00 |
| 11 | Charles Letinani Swai | Environmentalist | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 12 | Renatus Abeid Makoye | Land Surveyor | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 13 | Dr, Juma Muhamed | Town Planner | Office | 0.31 | 3,000,000.00 | 930,000.00 |
| | | | Field | 0.13 | 3,000,000.00 | 390,000.00 |
| GRAND TOTAL | | | | 9.66 | | 29,720,000.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Bidding Document | | | | | | |
|--------------------|---------------------------------|-----------------------------|--------------|--------------------|----------------------|----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 1.27 | 4,000,000.00 | 5,080,000.00 |
| | | | Field | 0.27 | 4,000,000.00 | 1,080,000.00 |
| 2 | Arch. Beno Matinamani | Project Archtect | Office | 0.57 | 3,000,000.00 | 1,710,000.00 |
| | | | Field | 0.20 | 3,000,000.00 | 600,000.00 |
| 3 | Arch. Eliakim Mollel | Interior Archtect | Office | 1.15 | 3,000,000.00 | 3,450,000.00 |
| | | | Field | 0.23 | 3,000,000.00 | 690,000.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 3.58 | 3,000,000.00 | 10,740,000.00 |
| | | | Field | 0.11 | 3,000,000.00 | 330,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 0.89 | 3,000,000.00 | 2,670,000.00 |
| | | | Field | 0.25 | 3,000,000.00 | 750,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 0.64 | 3,000,000.00 | 1,920,000.00 |
| | | | Field | 0.22 | 3,000,000.00 | 660,000.00 |
| 7 | Eng.Rozalia Amendus | Project ICT Engineer | Office | 1.15 | 3,000,000.00 | 3,450,000.00 |
| | | | Field | 0.15 | 3,000,000.00 | 450,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Elctrical Engineer | Office | 0.92 | 3,000,000.00 | 2,760,000.00 |
| | | | Field | 0.28 | 3,000,000.00 | 840,000.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 0.81 | 3,000,000.00 | 2,430,000.00 |
| | | | Field | 0.33 | 3,000,000.00 | 990,000.00 |
| 11 | Charles Letinani Swai | Environmentalist | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 12 | Renatus Abeid Makoye | Land Surveyor | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 13 | Dr. Juma Muhamed | Town Planner | Office | 0.23 | 3,000,000.00 | 690,000.00 |
| | | | Field | 0.05 | 3,000,000.00 | 135,000.00 |
| GRAND TOTAL | | | | 13.30 | | 41,425,000.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Construction Supervision Stage | | | | | | |
|--------------------------------|---------------------------------|-----------------------------|--------------|--------------------|----------------------|-----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 7.80 | 4,000,000.00 | 31,200,000.00 |
| | | | Field | 2.94 | 4,000,000.00 | 11,760,000.00 |
| 2 | Arch. Beno Matinamani | Project Architect | Office | 6.50 | 3,000,000.00 | 19,500,000.00 |
| | | | Field | 3.60 | 3,000,000.00 | 10,800,000.00 |
| 3 | Arch. Eliakim Mollel | Interior Architect | Office | 4.50 | 3,000,000.00 | 13,500,000.00 |
| | | | Field | 1.61 | 3,000,000.00 | 4,830,000.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 5.70 | 3,000,000.00 | 17,100,000.00 |
| | | | Field | 5.20 | 3,000,000.00 | 15,600,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 3.50 | 3,000,000.00 | 10,500,000.00 |
| | | | Field | 1.08 | 3,000,000.00 | 3,240,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 2.53 | 3,000,000.00 | 7,590,000.00 |
| | | | Field | 0.98 | 3,000,000.00 | 2,940,000.00 |
| 7 | Eng.Rozalia Amendus | Project ICT Engineer | Office | 4.51 | 3,000,000.00 | 13,530,000.00 |
| | | | Field | 1.94 | 3,000,000.00 | 5,820,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Electrical Engineer | Office | 4.51 | 3,000,000.00 | 13,530,000.00 |
| | | | Field | 1.94 | 3,000,000.00 | 5,820,000.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 3.00 | 3,000,000.00 | 9,000,000.00 |
| | | | Field | 3.08 | 3,000,000.00 | 9,240,000.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 3.16 | 3,000,000.00 | 9,480,000.00 |
| | | | Field | 1.45 | 3,000,000.00 | 4,350,000.00 |
| 11 | Charles Letinani Swai | Environmentalist | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 12 | | | | | | |
| 13 | Renatus Abeid Makoye | Land Surveyor | Office | 0.83 | 3,000,000.00 | 2,490,000.00 |
| | | | Field | 0.26 | 3,000,000.00 | 780,000.00 |
| | Dr, Juma Muhamed | Town Planner | Office | 1.59 | 3,000,000.00 | 4,770,000.00 |
| | | | Field | 3.38 | 3,000,000.00 | 10,140,000.00 |
| GRAND TOTAL | | | | 75.59 | | 237,510,000.00 |

BREAKDOWN OF REMUNERATION BY ACTIVITY

| Defect liability period and As built Drawings | | | | | | |
|---|---------------------------------|-----------------------------|--------------|--------------------|----------------------|----------------------|
| No. | Name | Position | Office/field | Input (Man-months) | Remuneration (Tshs.) | Amount (Tshs.) |
| 1 | Arch.Dr.Moses Mkony | Project Manager | Office | 1.93 | 4,000,000.00 | 7,720,000.00 |
| | | | Field | 0.95 | 4,000,000.00 | 3,800,000.00 |
| 2 | Arch. Beno Matinamani | Project Archtect | Office | 1.20 | 3,000,000.00 | 3,600,000.00 |
| | | | Field | 0.95 | 3,000,000.00 | 2,850,000.00 |
| 3 | Arch. Eliakim Mollel | Interior Archtect | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 4 | Qs.Gervas Kondobole | Project Quantity surveyor | Office | 1.02 | 3,000,000.00 | 3,060,000.00 |
| | | | Field | 0.95 | 3,000,000.00 | 2,850,000.00 |
| 5 | Eng.Justine G.Kessy | Project structural engineer | Office | 1.02 | 3,000,000.00 | 3,060,000.00 |
| | | | Field | 0.95 | 3,000,000.00 | 2,850,000.00 |
| 6 | Eng. Erasto Lyamuya | Project Mechanical engineer | Office | 1.02 | 3,000,000.00 | 3,060,000.00 |
| | | | Field | 0.95 | 3,000,000.00 | 2,850,000.00 |
| 7 | Eng.Rozalia Amendus | Project ICT Engineer | Office | 1.02 | 3,000,000.00 | 3,060,000.00 |
| | | | Field | 0.95 | 3,000,000.00 | 2,850,000.00 |
| 8 | Eng.Dr. Ndyetabura Yahaya Hamis | Project Eletrical Engineer | Office | 1.02 | 3,000,000.00 | 3,060,000.00 |
| | | | Field | 0.95 | 3,000,000.00 | 2,850,000.00 |
| 9 | Eng. Emmanuel Benedict | Water/Sanitation Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 10 | Salvatory Faustine Lyakurwa | Geotechnical Engineer | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 11 | Charles Letinani Swai | Environmentalst | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 12 | Renatus Abeid Makoye | Land Surveyor | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| 13 | Dr. Juma Muhamed | Town Planner | Office | 0.00 | 3,000,000.00 | 0.00 |
| | | | Field | 0.00 | 3,000,000.00 | 0.00 |
| GRAND TOTAL | | | | 14.88 | | 47,520,000.00 |

FORM 5B4 - REIMBURSABLES BY ACTIVITY

| Inception stage | | | | | |
|----------------------------------|------------------------------------|----------|----------|---------------------|-----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 3.00 | 2,600,000.00 | 7,800,000.00 |
| 2 | Local transportation | Trip | 3.00 | 200,000.00 | 600,000.00 |
| 3 | Per diem | Trip | 3.00 | 1,200,000.00 | 3,600,000.00 |
| GRAND TOTAL | | | | | 12,000,000.00 |
| Preliminary Design stage | | | | | |
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 3.00 | 2,600,000.00 | 7,800,000.00 |
| 2 | Local transportation | Trip | 3.00 | 200,000.00 | 600,000.00 |
| 3 | Per diem | Trip | 3.00 | 1,200,000.00 | 3,600,000.00 |
| 4 | Topographical Survey | lump sum | 1.00 | 30,000,000.00 | 30,000,000.00 |
| 5 | Geotechnical Studies | lump sum | 1.00 | 60,000,000.00 | 60,000,000.00 |
| 6 | Environmental Report | lump sum | 1.00 | 45,000,000.00 | 45,000,000.00 |
| GRAND TOTAL | | | | | 147,000,000.00 |
| Scheme Design Stage | | | | | |
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 3.00 | 2,600,000.00 | 7,800,000.00 |
| 2 | Local transportation | Trip | 3.00 | 200,000.00 | 600,000.00 |
| 3 | Per diem | Trip | 3.00 | 1,200,000.00 | 3,600,000.00 |
| GRAND TOTAL | | | | | 12,000,000.00 |
| Detailed and Design Review Stage | | | | | |
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 3.00 | 2,600,000.00 | 7,800,000.00 |
| 2 | Local transportation | Trip | 3.00 | 200,000.00 | 600,000.00 |
| 3 | Per diem | Trip | 3.00 | 1,200,000.00 | 3,600,000.00 |
| 4 | Development of Masterplan | lump sum | 1.00 | 45,000,000.00 | 45,000,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| GRAND TOTAL | | | | | 57,000,000.00 |

| Tendering Stage | | | | | |
|--------------------|------------------------------------|------|----------|---------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 3.00 | 2,600,000.00 | 7,800,000.00 |
| 2 | Local transportation | Trip | 3.00 | 200,000.00 | 600,000.00 |
| 3 | Per diem | Trip | 3.00 | 1,200,000.00 | 3,600,000.00 |
| GRAND TOTAL | | | | | 12,000,000.00 |

| Construction supervision Stage | | | | | |
|--------------------------------|------------------------------------|------|----------|---------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 10.00 | 2,600,000.00 | 26,000,000.00 |
| 2 | Local transportation | Trip | 10.00 | 200,000.00 | 2,000,000.00 |
| 3 | Per diem | Trip | 10.00 | 1,200,000.00 | 12,000,000.00 |
| GRAND TOTAL | | | | | 40,000,000.00 |

| Defects Liability Period and As Built Drawings | | | | | |
|--|------------------------------------|------|----------|---------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Transportation(Flight/Bus/Private) | Trip | 3.00 | 2,600,000.00 | 7,800,000.00 |
| 2 | Local transportation | Trip | 3.00 | 200,000.00 | 600,000.00 |
| 3 | Per diem | Trip | 3.00 | 1,200,000.00 | 3,600,000.00 |
| GRAND TOTAL | | | | | 12,000,000.00 |

MISCELLANEOUS EXPENSES BY ACTIVITY

| Inception Stage | | | | | |
|--------------------|---------------------|----------|----------|--------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs | Total Amount in Tshs |
| 1 | Communication costs | lump sum | 1.00 | 100,000.00 | 100,000.00 |
| 2 | Inception Report | No. | 5.00 | 150,000.00 | 750,000.00 |
| GRAND TOTAL | | | | | 850,000.00 |

| Preliminary Design stage + Cost Estimates | | | | | |
|---|----------------------|----------|----------|--------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs | Total Amount in Tshs |
| 1 | Communication costs | lump sum | 1.00 | 100,000.00 | 100,000.00 |
| 2 | Sketch Design report | No. | 50.00 | 100,000.00 | 5,000,000.00 |

| | | | | | |
|--------------------|----------------|-----|-------|------------|---------------------|
| 3 | Cost Estimates | No. | 10.00 | 100,000.00 | 1,000,000.00 |
| GRAND TOTAL | | | | | 6,100,000.00 |

| Scheme Design Stage | | | | | |
|---------------------|---------------------|----------|----------|--------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs | Total Amount in Tshs |
| 1 | Communication costs | lump sum | 1.00 | 100,000.00 | 100,000.00 |
| 2 | Scheme Report | No. | 10.00 | 100,000.00 | 1,000,000.00 |
| 3 | Scheme Drawings | No. | 150.00 | 10,000.00 | 1,500,000.00 |
| GRAND TOTAL | | | | | 2,600,000.00 |

| Detail Design Stage | | | | | |
|---------------------|----------------------------|----------|----------|--------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs | Total Amount in Tshs |
| 1 | Communication costs | lump sum | 1.00 | 100,000.00 | 100,000.00 |
| 2 | Working Drawings | No. | 50.00 | 10,000.00 | 500,000.00 |
| 3 | Confidential Cost Estimate | No. | 10.00 | 20,000.00 | 200,000.00 |
| GRAND TOTAL | | | | | 800,000.00 |

| Tender Documents Preparation Stage | | | | | |
|------------------------------------|---------------------|----------|----------|--------------------|----------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs | Total Amount in Tshs |
| 1 | Communication costs | Lump sum | 1.00 | 50,000.00 | 50,000.00 |
| 2 | Bidding Document | No. | 10.00 | 100,000.00 | 1,000,000.00 |
| 3 | Contract Drawings | No. | 50.00 | 10,000.00 | 500,000.00 |
| GRAND TOTAL | | | | | 1,550,000.00 |

| Construction Supervision Stage | | | | | |
|--------------------------------|---------------------|----------|----------|---------------------|--------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Communication costs | Lump sum | 1.00 | 150,000.00 | 150,000.00 |
| 2 | Monthly reports | No. | 12.00 | 50,000.00 | 600,000.00 |
| GRAND TOTAL | | | | | 750,000.00 |

| Defects Liability Period and As Built Drawings | | | | | |
|--|---------------------|----------|----------|---------------------|---------------------|
| No. | Description | Unit | Quantity | Unit price in Tshs. | Total Amount Tshs. |
| 1 | Communication costs | Lump sum | 2.00 | 100,000.00 | 200,000.00 |
| 2 | Final Report | No. | 40.00 | 50,000.00 | 2,000,000.00 |
| 3 | As Built Drawings | No. | 150.00 | 50,000.00 | 7,500,000.00 |
| GRAND TOTAL | | | | | 9,700,000.00 |

BREAKDOWN OF SUMMARY PRICE

| Inception Stage | |
|------------------------|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 28,540,000.00 |
| Reimbursables | 12,000,000.00 |
| Miscellaneous Expenses | 850,000.00 |
| subtotal | 41,390,000.00 |

| Preliminary Design Stage | |
|---------------------------------|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 29,150,000.00 |
| Reimbursables | 147,000,000.00 |
| Miscellaneous Expenses | 6,100,000.00 |
| subtotal | 182,250,000.00 |

| Scheme Design Stage | |
|----------------------------|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 19,700,000.00 |
| Reimbursables | 12,000,000.00 |
| Miscellaneous Expenses | 2,600,000.00 |
| subtotal | 34,300,000.00 |

| Detailed and Design Review Stage | |
|---|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 29,720,000.00 |
| Reimbursables | 57,000,000.00 |
| Miscellaneous Expenses | 800,000.00 |
| subtotal | 87,520,000.00 |

| Tendering Stage | |
|------------------------|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 41,425,000.00 |
| Reimbursables | 12,000,000.00 |
| Miscellaneous Expenses | 1,550,000.00 |
| subtotal | 54,975,000.00 |

| Construction Supervision Stage | |
|---------------------------------------|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 237,510,000.00 |
| Reimbursables | 40,000,000.00 |
| Miscellaneous Expenses | 750,000.00 |
| subtotal | 278,260,000.00 |

| Defects Liability Period and As Built Drawings | |
|---|------------------------|
| Price component | Amount in Tshs. |
| Remuneration | 47,520,000.00 |
| Reimbursables | 12,000,000.00 |
| Miscellaneous Expenses | 9,700,000.00 |
| subtotal | 69,220,000.00 |

**FINANCIAL PROPOSAL FOR CONSULTING SERVICES TTENDER NO.
ME/007/20212022/HQ/C/73 FOR CONSULTANCY SERVICES FOR DESISGN REVIEW AND
CONSTRUCTION SPERVISION OF HEALTH FACILITIES AT TABORA, KIGOMA AND UKERWE
REGIONAL REFERRAL HOSPITALS.**

| SCHEDULE OF REMUNERATION ON PRICE PROPOSAL | | | | |
|---|-----------------|-----------------------------|---------------------------------------|---------------------------------|
| Name of Activity | Currency | Subtotal (Tshs.) | Local Taxes estimated(VAT) | Total Amount (Tshs.) |
| Inception Stage | Tshs | 28,540,000.00 | 5,137,200.00 | 33,677,200.00 |
| Preliminary Design stage | Tshs | 29,150,000.00 | 5,247,000.00 | 34,397,000.00 |
| Scheme Design Stage | Tshs | 19,700,000.00 | 3,546,000.00 | 23,246,000.00 |
| Detail Design Stage | Tshs | 29,720,000.00 | 5,349,600.00 | 35,069,600.00 |
| Tendering Stage | Tshs | 41,425,000.00 | 7,456,500.00 | 48,881,500.00 |
| Construction Supervision | Tshs | 237,510,000.00 | 42,751,800.00 | 280,261,800.00 |
| Defects Liability Period and As Built Drawings | Tshs | 47,520,000.00 | 8,553,600.00 | 56,073,600.00 |
| Total Amount of Remuneration | | 433,565,000.00 | 78,041,700.00 | 511,606,700.00 |

| SCHEDULE OF REIMBURSABLE ON PRICE PROPOSAL | | | | |
|---|-----------------|-----------------------------|---------------------------------------|---------------------------------|
| Name of Activity | Currency | Subtotal (Tshs.) | Local Taxes estimated(VAT) | Total Amount (Tshs.) |
| Inception Stage | Tshs | 12,000,000.00 | | 12,000,000.00 |
| Preliminary Design stage | Tshs | 147,000,000.00 | | 147,000,000.00 |
| Scheme Design Stage | Tshs | 12,000,000.00 | | 12,000,000.00 |
| Detail Design Stage | Tshs | 57,000,000.00 | | 57,000,000.00 |
| Tendering Stage | Tshs | 12,000,000.00 | | 12,000,000.00 |
| Construction Supervision | Tshs | 40,000,000.00 | | 40,000,000.00 |
| Defects Liability Period and As Built Drawings | Tshs | 12,000,000.00 | | 12,000,000.00 |
| Total Amount of Reimbursables | | 292,000,000.00 | 0.00 | 292,000,000.00 |

| SCHEDULE OF MISCELLANEOUS ON PRICE PROPOSAL | | | | |
|--|-----------------|-----------------------------|---------------------------------------|---------------------------------|
| Name of Activity | Currency | Subtotal (Tshs.) | Local Taxes estimated(VAT) | Total Amount (Tshs.) |
| Inception Stage | Tshs | 850,000.00 | | 850,000.00 |
| Preliminary Design stage | Tshs | 6,100,000.00 | | 6,100,000.00 |
| Scheme Design Stage | Tshs | 2,600,000.00 | | 2,600,000.00 |
| Detail Design Stage | Tshs | 800,000.00 | | 800,000.00 |
| Tendering Stage | Tshs | 750,000.00 | | 750,000.00 |
| Construction Supervision | Tshs | 750,000.00 | | 750,000.00 |
| Defects Liability Period and As Built Drawings | Tshs | 9,700,000.00 | | 9,700,000.00 |
| Total Amount of Miscellenous expenses | | 21,550,000.00 | | 21,550,000.00 |
| Total Amount of Financial Proposal | Tshs | 747,115,000.00 | 78,041,700.00 | 825,156,700.00 |

5B5 - BREAKDOWN OF TAXES

| NO. | DESCRIPTION | UNIT | UNIT COST | AMOUNT | COST FOR EACH ITEM |
|-----|--------------------|------|-----------|----------------|----------------------|
| 1 | VAT | % | 18 | 433,565,000.00 | 78,041,700.00 |
| | TOTAL TAXES | | | | 78,041,700.00 |

FORM SA7 - STAFFING SCHEDULE

| S/No. | Name of Staff | Home/Field | Inception stage | Preliminary design and cost estimate | Scheme design stage | Detailed Design and Review stage | Tendering stage | Construction and Supervision stage | Defect liability period | Total Staff Month Input |
|--------------------------|---------------------------------|--------------|-----------------|--------------------------------------|---------------------|----------------------------------|-----------------|------------------------------------|-------------------------|-------------------------|
| 1 | Arch.Dr.Moses Mkeny | Office Field | 0.35 0.41 | 0.27 0.41 | 0.24 0.41 | 0.33 0.41 | 1.27 0.27 | 7.80 2.94 | 1.93 0.95 | 12.19 5.80 |
| 2 | Arch. Beno Makinmani | Office Field | 0.23 0.18 | 0.33 0.18 | 0.33 0.18 | 3.72 0.00 | 0.57 0.20 | 6.50 3.60 | 1.20 0.95 | 12.88 5.29 |
| 3 | Arch. Eliakim Mofiel | Office Field | 0.13 0.37 | 0.18 0.37 | 0.16 0.37 | 0.37 0.22 | 1.15 0.23 | 4.50 1.61 | 0.00 0.00 | 6.49 3.17 |
| 4 | Qs.Gervas Kondobole | Office Field | 0.10 0.57 | 0.14 0.57 | 1.42 0.57 | 0.57 0.16 | 3.58 0.11 | 5.70 5.20 | 1.02 0.95 | 12.53 8.13 |
| 5 | Eng.Justine G.Kessy | Office Field | 0.10 0.00 | 0.12 0.29 | 0.28 0.29 | 0.29 0.38 | 0.89 0.25 | 3.50 1.08 | 1.02 0.95 | 6.20 3.24 |
| 6 | Eng. Erasto Lyamyua | Office Field | 0.11 0.21 | 0.11 0.21 | 0.28 0.21 | 0.34 0.21 | 0.64 0.22 | 2.53 0.98 | 1.02 0.95 | 5.03 2.99 |
| 7 | Eng.Rozalia Amendus | Office Field | 0.07 0.37 | 0.11 0.37 | 0.07 0.37 | 0.37 0.22 | 1.15 0.15 | 4.51 1.94 | 1.02 0.95 | 7.30 4.37 |
| 8 | Eng.Dr. Ndyebabura Yahaya Hamis | Office Field | 1.00 0.50 | 1.00 0.50 | 0.00 0.00 | 0.58 0.28 | 0.92 0.28 | 4.51 1.94 | 1.02 0.95 | 9.03 4.45 |
| 9 | Eng. Emmanuel Benedict | Office Field | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 3.00 3.08 | 0.00 0.00 | 3.00 3.08 |
| 10 | Salvatory Faustine Lyakurwa | Office Field | 0.17 0.26 | 0.16 0.26 | 0.37 0.26 | 0.51 0.26 | 0.81 0.33 | 3.16 1.45 | 0.00 0.00 | 5.18 2.82 |
| 11 | Charles Lehani Swai | Office Field | 1.25 0.25 | 1.25 0.25 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 2.50 0.50 |
| 12 | Renatus Abaid Makoye | Office Field | 0.99 0.47 | 0.99 0.47 | 0.00 0.00 | 0.00 0.00 | 0.00 0.00 | 0.83 0.26 | 0.83 0.00 | 3.64 1.20 |
| 13 | Dr. Juma Muhamad | Office Field | 0.60 0.28 | 0.67 0.28 | 0.29 0.28 | 0.31 0.13 | 0.23 0.05 | 1.59 3.38 | 0.00 0.00 | 3.69 4.40 |
| TOTAL STAFF MONTH | | | 8.97 | 9.49 | 6.38 | 9.66 | 13.30 | 75.59 | 5.71 | 139.10 |

Financial Situation and Performance

Consultant Legal Name: MEKON ARCH CONSULT LIMITED

Date: 20TH November, 2021

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1. Financial data

| Type of Financial information in (currency) | Historic information for previous 3 years, (amount in currency, currency, exchange rate, USD equivalent) | | | |
|---|---|-------------|---------------|--|
| | 2020 | 2019 | 2018 | |
| Statement of Financial Position (Information from Balance Sheet) | | | | |
| Total Assets (TA) | 865,820,039 | 853,737,049 | 1,032,461,334 | |
| Total Liabilities (TL) | 505,402,826 | 498,249,922 | 681,322,346 | |
| Total Equity/Net Worth (NW) | 360,417,213 | 355,487,127 | 351,138,988 | |
| Current Assets (CA) | 716,193,130 | 704,468,117 | 888,167,510 | |
| Current Liabilities (CL) | 50,208,568 | 57,084,022 | 147,000,545 | |
| Working Capital (WC) | 665,984,562 | 647,384,095 | 741,166,965 | |
| Information from Income Statement | | | | |
| Total Revenue (TR) | 771,352,447 | 605,867,641 | 865,799,243 | |
| Profits Before Taxes (PBT) | 7,042,980 | 6,211,631 | 7,052,025 | |
| Cash Flow Information | | | | |
| Cash Flow from Operating Activities | 11,447,826 | 83,864,197 | 241,370,935 | |

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

| No. | Source of finance | Amount (US\$ equivalent) |
|-----|------------------------|--------------------------|
| 1 | 1. Loan Received | 534,321,804 |
| 2 | 2. Cash in the Account | 104,997,050 |
| | | |
| | | |

- Attached are copies of Audited financial statements for the Last Three (03) years required above; and complying with the requirements.

Financial Statement Indicating Annual Volume in the Last 3 Years

Bidder's Legal Name: MEKON ARCH CONSULT LIMITED

Date: 20TH November, 2021

Page 1 of 1 page

| Annual turnover data | | | |
|--|---------------------------|---------------|----------------|
| Year | Amount Currency (TZS) | Exchange rate | USD equivalent |
| 2018 | 865,799,243 | N/A | N/A |
| 2019 | 605,867,641 | N/A | N/A |
| 2020 | 771,352,447 | N/A | N/A |
| | | | |
| Average Annual Construction Turnover* | 747,673,110 | N/A | N/A |

TANePS

Tanzania National e-Procurement System

13:26:02 EAT

Payment

SPN fee

Target:

ME/007/2021-2022/HQ/G/142

Kind:

SPN fee - 218109

Timestamp:

10/12/2021 13:14:52

Beneficiary name:

Public Procurement Regulatory Authority

Amount (TZS):

250,000

Status:

Pending