



**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR  
MINISTRY OF EDUCATION AND VOCATIONAL TRAINING**

**CONTRACT FOR CONSULTANCY SERVICES FOR SUPERVISION OF  
CONSTRUCTION OF NEW SCHOOLS, AND COMPLETION OF ONE  
SCHOOL IN UNGUJA AND PEMBA**

**LUMP-SUM**

**PROJECT NAME: PROPOSED CONSTRUCTIONS OF SCHOOLS  
THROUGH DEVELOPMENT FOR NATIONAL SOCIAL WELFARE  
UNDER COVID-19 PROJECT**

**CONTRACT NO: SMZ/IMF/CS/01/2021-2022**

**BETWEEN**

**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING  
ZANZIBAR  
P.O.BOX 394**

**AND**

**EDGE ENGINEERING AND CONSULTING LIMITED  
P.O.BOX 24520**

**Dated: May 2022**

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**Form of Contract****LUMP-SUM**

This CONTRACT (hereinafter called the "Contract") is made the 8th day of the month of JUNE, 2022, between, on the one hand, MINISTRY OF EDUCATION AND VOCATIONAL TRAINING (hereinafter called the "Client") and, on the other hand, EDGE ENGINEERING AND CONSULTING LIMITED (hereinafter called the "Consultant").

**WHEREAS**

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Government of United Republic of Tanzania represented by Revolutionary Government of Zanzibar under Ministry of Education and Vocational Training has received a Credit from International Monetary Fund towards financing of Development of Social Welfare under COVID-19 RESPONSES, and intends to apply part of the Credit proceeds for payment under the contract for Individual Consultancy Services for Supervision of Construction of New Schools and Completion of One School in Unguja and Pemba

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Notification of Awards
    - Appendix E: Letter of Acceptance

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix

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D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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 WHERE OF, 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 Ministry of Education and Vocational Training

Signed: .....

In the capacity of .....

Signed: .....

In the presence of .....

For and on behalf of the Consultant

Signed: .....

In the capacity of .....

Signed: .....

In the presence of .....



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## I. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Guidelines" means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) "Day" means a working day unless indicated otherwise.
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

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

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.



3. **Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. **Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. **Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
7. **Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. **Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. **Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
10. **Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. **Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or

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fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Définition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to



those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in

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reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45.

## 18. Suspension

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

## 19. Termination

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

### a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is



unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit



inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval,



the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of  
Interests**

21.1. The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

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- b. **Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. **Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. **Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. **Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
24. **Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. **Accounting, Inspection and**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic



**Auditing**

accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

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

**26. Reporting Obligations**

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

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

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

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance



with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

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

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

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

**31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.



**E. OBLIGATIONS OF THE CLIENT****32. Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of



the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the  
Applicable Law  
Related to Taxes  
and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities  
and Property of the  
Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart  
Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment  
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.



**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be



deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

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

**42. Interest on Delayed Payments**

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

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

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

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

**45. Dispute Resolution**

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

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## II. General Conditions

### Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

**Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

#### **“Fraud and Corruption**

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;

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<sup>1</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>2</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>3</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.



- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>4</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

<sup>5</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

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## II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of: <b>The United Republic of Tanzania</b>
4.1	<b>The language is: English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client :Principal Secretary  <b>Ministry of Education and Vocation Training</b>  <b>P.O. Box 394</b>  <b>Zanzibar, Tanzania</b></p> <p>Attention : <b>Mr Ali Khamis Juma</b></p> <p>Facsimile : <b>+255 24 2232827</b></p> <p>E-mail: <b><u>info@moez.go.tz</u> , <u>pmu@moez.go.tz</u></b></p> <p>Consultant : <b>EDGE ENGINEERING AND CONSULTING LIMITED</b></p> <p>Attention : <b>Eng. Happiness S. Shoo</b></p> <p>E-mail: <b><u>info@edgeec.co.tz</u> /<u>edgeec ltd@gmail.com</u></b></p>
8.1	<p><b>The Lead Member on behalf of the is:</b></p> <p>Consultant : <b>EDGE ENGINEERING AND CONSULTING LIMITED</b></p> <p>Attention : <b>Eng. Happiness S. Shoo</b></p> <p>E-mail: <b><u>info@edgeec.co.tz</u> /<u>edgeec ltd@gmail.com</u></b></p> <p>Tel: <b>+255763499997 / +255783910014</b></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p>For the Client: <b>Principal Secretary</b>  <b>Ministry of Education and Vocation Training</b>  <b>P.O. Box 394</b>  <b>Zanzibar, Tanzania</b></p> <p>For the Consultant: <b>EDGE ENGINEERING AND CONSULTING LIMITED</b></p>

11.1	N/A
12.1	<b>Termination of Contract for Failure to Become Effective:</b> <b>The time period shall be twenty two (22) days</b>
13.1	Commencement of Services:  <b>The number of days shall be fourteen (14) days</b>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract:  <b>The time period shall be Eighteen (18) months.</b>
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3  <b>Yes</b>



23.1	<p>No additional provisions.</p> <p>OR</p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country].</li> </ul> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the</i></p>
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	<p><i>damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <ul style="list-style-type: none"> <li>(a) Professional liability insurance, with a minimum coverage of not less than <b>Contract Price</b></li> <li>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <b>6,000,000/=</b>;</li> <li>(c) Third Party liability insurance, with a minimum coverage of <b>10,000,000/=</b>;</li> <li>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(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.</li> </ul>



27.1	N/A
27.2	N/A
32.1(f)	<p>The person designated as resident project manager:</p> <p>National consultant shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Zanzibar. Foreign consultant are exempted from this requirement but where selected as having submitted the lowest evaluated bids the successful bidder shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved consultant in Zanzibar before signing the contract.</p> <p>Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country</p>
38.1	<p><b>The total Contract price is: Tanzania Shillings One Hundred Million Fifty Thousand Only (TZS 150,000,000.00) inclusive of all local indirect taxes and 15% VAT.</b></p> <p><b>The amount of all local indirect taxes is Tanzania Shillings Twelve Million Thirty Thousand Only (TZS. 12,030,000.00).</b></p> <ol style="list-style-type: none"> <li><b>1. Consultant remuneration fees is: TZS. 80,200,000.00</b></li> <li><b>2. Consultant reimbursable fees is: TZS. 57,770,000.00</b></li> </ol> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall "reimbursed" by the Client for the Consultant.</p> <p>The amount of such taxes is Tanzania Shillings Twelve Million Thirty Thousand Only (TZS. 12,030,000.00) as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>
39.1 and 39.2	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p><b>The Client warrants that [choose one applicable option consistent</b></p>



III. Special Conditions of Contract

with the ITC 16.3 and the outcome of the Contract (Form FIN-2, part B "Indirect Local Tax – Estimates"):

If ITC16.3 indicates a tax exemption status, include the following: "the Consultant, and the Experts shall be exempt from"

OR

If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:

"the Client shall pay on behalf of the Consultant and the Experts,"  
OR "the Client shall reimburse the Consultant and the Experts"]

any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant and the Experts in respect of:

- (a) any payments whatsoever made to the Consultant and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (d) any property brought into the Client's country by the Consultant or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:
  - (i) the Consultant and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and
  - (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been



	<p>exempted, the Consultant or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
41.2	<p>The payment schedule:</p> <p>Six Installment according to their financial proposal</p>
41.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</li> <li>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</li> <li>(3) The bank guarantee will be released when the advance payment has been fully set off.</li> </ol>
41.2.4	<p><b>The accounts are: CRDB BANK LTD</b>  <b>University Branch</b>  <b>Acc No:0150268131600</b>  <b>Swift Code: CORUTZTZ</b>  <b>Branch Code: 3386</b></p> <p>for local currency: TSHs Account</p>
42.1	<p><b>The interest rate is: N/A</b></p>
45.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p>



Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
  - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
  - (a) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by **National Construction Council in Zanzibar-Tanzania**
  - (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the **National Construction Council in Zanzibar-Tanzania** to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole



	arbitrator for that dispute.
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Tanzania</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such</li> </ul>



	majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
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# APPENDICES

## **APPENDIX A – TERMS OF REFERENCE**



## TERMS OF REFERENCE (TOR)

### INDIVIDUAL CONSULTANCY SERVICES FOR SUPERVISION OF CONSTRUCTION OF NEW SCHOOLS, RENOVATION EXISTING SCHOOLS, COMPLETION OF CLASSROOMS AND CONSTRUCTION OF NEW TOILETS AND CLASSROOMS

#### 1.0 BACKGROUND

The Government of United Republic of Tanzania represented by Revolutionary Government of Zanzibar under Ministry of Education and Vocational Training has received a Credit from International Monetary Fund towards financing of Development of Social Welfare under COVID-19 RESPONSES , and intends to apply part of the Credit proceeds for payment under the contract for Individual consultancy services for supervision of construction of new schools, renovation of existing schools, completion of classrooms and construction of new toilets and classrooms in Ungula and Pemba.

#### 2.0 OBJECTIVES OF CONSULTANCY WORK

Within the framework of this project, the Ministry of Education and Vocational Training Zanzibar, which is executing agency of the project, is inviting prospective Individual Consultant for bidding for providing services of construction supervision for construction of new schools, renovation of existing schools, completion of classrooms and construction of new toilets and classrooms in Unguja and Pemba.

The aim is to assist the Ministry of Education and Vocational Training, Zanzibar in supervising works and ensuring that the construction works are carried out in accordance to standard requirements. The consultancy service is required for supervision of the construction works including defect liability period. Consultants are supposed to submit proposal for construction supervision.

#### 2.0 NATURE AND SCOPE OF SERVICES

The scope of the assignment will generally to supervise the construction contract in order to ensure that quantity and quality of works are delivered within the contract completion period.

The service requires an eligible individual professional qualified and experienced in construction supervision who shall engage other required supporting personals adequately to meet the demands of the work.

The work including but not limited construction supervision for the construction contract listed below:-

### UNGUJA

S/N	Contract	Description	location
1	Proposed construction of Uwanja wa Farasi School	Three storeys school building	Urban
2	Proposed construction of Kwa Bt hamrani School	Three storeys school building	Urban
3	Proposed construction of M/Kwerekwe School	Three storeys school building	West "B"
4	Proposed construction of Makufuli/Monduli School	Four storeys school building	West "A"
5	Proposed Construction of Inclusive School Jendele	Single storey School building, 2nos staff houses, 2no hostel, 1no dispensary, 1no cafeteria	Central

### PEMBA

S/N	Contract	Description	location
1	Proposed construction of Pujuni School	Three storeys school building	Pujini, South Region
2	Proposed Construction of Kwale School	Three storeys school building	Kwale, South Region
3	Proposed Construction of Makangale School	Three storeys school building	Makangale North Region
4	Proposed Construction of Mwambe School	Three storeys school building	Mwambe South Region
5	Proposed Construction of Inclusive School	Single storey School building, 2nos staff houses, 2no hostel, 1no dispensary, 1no cafeteria	Pujini South Region





### 3.1. MAIN TASKS/ACTIVITIES

The task of the Consultant will include but not be limited to:

- (a) Mobilization
- (b) Site visit to inspect the existing situation and collect useful data as appropriate.
- (c) Review the design and revise the quantities and cost based on rates of the contractor in board.
- (d) Preparation of supplementary drawing, specifications and BoQ.
- (e) Administration of the construction contract from commencement of the works to completion of project including defects liability period.
- (f) Conducting regular site inspections and produce minutes and/or reports thereafter.
- (g) Preparing regular financial reports related to project progress reports.
- (h) Regularly inspect and approve materials delivered to site.
- (i) As appropriate instruct the Contractor to sample taking and carry out tests of materials, components, techniques and workmanship and examine and approve the conduct and results of such tests whether on or off site.
- (j) Where necessary, instruct the opening up of completed work to determine that it is generally in accordance with the contract documents.
- (k) Appropriately inspect the extraction, or fabrication, or assembly of materials and components to affirm quality of such materials/workmanship before delivery to site.
- (l) Direct and control the activities of the site staff.
- (m) Monitor the progress of the works against the Contractor's program and recommend and report to Client.
- (n) Prepare valuations of work carried out and completed and issue Interim payment Certificates for clients approval.
- (o) Prepare practical completion certificate and commissioning of the building and take-over by the Client.
- (p) Prepare As-built-drawings and give recommendations for maintenance of premises.
- (q) Secure/compile maintenance and operational manuals, fire protection certificates etc. for the proper commissioning of the completed built premises.
- (r) Prepare Final Account to be signed by the Contractor and Consultant and approved by the Government before being adopted.
- (s) Prepare a list of and supervise the rectification of any defects noticed during the defects liability period

#### Duration

The Consultant is expected to commence work within one week of signing the contract agreement. It is envisaged that, the duration of the whole consultancy package for the construction supervision of all facilities mentioned above will be 18 months (6 months construction supervision and 12 months defect liability period).

#### Reporting Requirements

The Consultant shall prepare and submit 5 sets of each of the following reports:



### Inception Report

Summarizing the Consultants work-plan, state of mobilization, Consultants obligations, and frequency of reporting, site meetings and site record keeping. This report should be submitted within two (2) weeks of the commencement of works.

### Monthly Progress Report

The consultant shall provide short comprehensive progress reports in the first week of each calendar month. The report shall include schedules of contract payments and variation orders, graphical presentation of physical and financial progress against program based on the approved contract schedules, charts on physical progress on major items, relevant photographs and details of impediment to the works and proposals for overcoming these. The report should also include contractor's plant, equipment and labour deployment, weather conditions and all other relevant details. The report shall be submitted within the first week of the succeeding month.

### Quarterly Progress Report – Construction Contract

As above but suitably modified to include the pertinent details. The report shall be submitted not later than the (10) tenth day of the first month in the following quarter.

### Quarterly Progress Report - Consultancy

Summarizing the Consultant's staff activities, problems if any, financial statement of Consultancy Agreement and any other relevant information considered necessary in respect of this assignment. To be submitted not later than the (10) tenth day of the first month in the following quarter.

### Final Completion Report

Summarizing all aspects of the project implementation, financial matters, final account, suggestions and recommendations for future development techniques. An external Hard Drive containing all the information contained in the Final Report to be submitted to the client within four (4) weeks of project completion.

## **4.0 CONSULTANTS' QUALIFICATIONS AND EXPERIENCE**

**Education:** Shall have at least a bachelor degree in construction related field.

**General Experience:** Shall have at least ten year general experience in practicing construction contract management in East Africa.

**Specific Experience:** At least five year experience in construction supervision and shall be active performing in construction project(s) for at least two year in the last five years.

**Professional Credibility:** Shall be registered in at least professional rank in respective Construction Professional boards of Tanzania.

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The eligible individual Consultant shall propose a team of professional personals which shall be engage for intensive support during execution of tasks.

All proposed staff must be able to speak, read and write English language.

#### **5.0 SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

- Drawings and BoQ for referencing in construction supervision.
- Avail relevant information, reports and document for the proper execution of the assignment.



## **APPENDIX B - KEY EXPERTS**

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STAFFING SCHEDULE																			
CONSULTANCY SERVICES FOR SUPERVISION OF CONSTRUCTION OF NEW SCHOOLS, RENOVATION EXISTING SCHOOLS, COMPLETION OF CLASSROOMS AND CONSTRUCTION OF NEW TOILETS AND CLASSROOMS																			
S/N	Staff Name	Position	Key staff-full time	Phase I Duration (Months)												Total Time Input			
				1	2	3	4	5	6	7	8	M1	M2	M3	M4	M5	M6	D/P	
CV-1	To be named	Resident Engineer -Unguja	Home									0.125	0.125	0.125	0.125	0.125	0.125	0.250	1.00
CV-2	To be named	Resident Engineer -Pemba	Home									0.625	0.625	0.625	0.625	0.625	0.625	1.245	3.00
CV-3	To be named	Service Engineer-1	Home									0.125	0.125	0.125	0.125	0.125	0.125	0.245	1.00
CV-4	To be named	Quantity Surveyor-1	Home									0.250	0.625	0.625	0.625	0.625	0.625	1.245	3.00
CV-4	Frank Nyundo	Quantity Surveyor-2	Home									0.500	0.250	0.250	0.500	0.500	0.500	0.250	4.25
CV-5	Luvilio Kalega	Geotechnical Foundation Engineer, Structural Engineer-Project Director	Home									0.125	0.125	0.125	0.125	0.125	0.125	0.250	2.75
Total																			10.00
Total																			15.75
Total																			25.75

55



## **APPENDIX B – BREAKDOWN OF CONTRACT PRICE**

BREAKDOWN OF STAFF REMUNERATION						
SUPERVISION			SUPERVISION STAGE			
S/N	NAME	POSITION	STAFF-MONTH RATE	INPUT (STAFF MONTH)	AMOUNT (TZS)	
Key Staff						
CV-1	To be named	Resident Engineer -Unguja	Home Field	4,500,000.00 4,500,000.00	1.00 3.00	4,500,000.00 13,500,000.00
CV-2	To be named	Resident Engineer -Pemba	Home Field	4,000,000.00 4,000,000.00	1.00 3.00	4,000,000.00 12,000,000.00
CV-3	To be named	Service Engineer-1	Home Field	2,400,000.00 2,400,000.00	1.50 2.75	3,600,000.00 6,600,000.00
CV-4	To be named	Quantity Surveyor-1	Home Field	2,400,000.00 2,400,000.00	1.25 2.50	3,000,000.00 6,000,000.00
CV-4	Frank Nyundo	Quantity Surveyor-2	Home Field	2,400,000.00 2,400,000.00	1.25 2.50	3,000,000.00 6,000,000.00
CV-5	Lwitiko Kalega	Geotechnical / Foundation Engineer, Structural Engineer - Project Director	Home Field	3,000,000.00 3,000,000.00	4.00 2.00	12,000,000.00 6,000,000.00
					80,200,000	



BREAKDOWN OF REIMBURSABLE EXPENSES					
REIMBURSABLE EXPENSES FOR DESIGN STAGE					
S/N	DESCRIPTION	UNIT	UNIT COST (TSHS)	QUANTITY	TOTAL AMOUNT (TSHS)
1	Transport costs, hiring and car services with fuel, meetings in Unguja and Pemba	Month	4,000,000	6	24,000,000.00
3	Accommodation for Resident Engineers -full furnished with services like cleanness, cooking etc Both unguja and pemba	Months	2,000,000	6	12,000,000.00
4	Printing stationeries, and communication	Months	295,000	6	1,770,000
5	Costs in DLP service ( Transport, accommodation, perdiem), 12 months	LS	20,000,000	1	20,000,000
TOTAL REIMBURSABLE					57,770,000

BREAKDOWN OF TAXES					
S/N	Description	Unit	Unit Cost	Quantity	Indicate Cost for each Item
1	VAT the Remuneration	Ls	15%	80,200,000.00	12,030,000.00
Total Taxes					12,030,000.00



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**CONSULTANCY SERVICES FOR SUPERVISION OF CONSTRUCTION OF NEW SCHOOLS, RENOVATION EXISTING SCHOOLS, COMPLETION OF CLASSROOMS AND CONSTRUCTION OF NEW TOILETS AND CLASSROOMS**

Cost Component	Costs (TSHS)
Staff Remuneration	80,200,000.00
Reimbursables Expenses	57,770,000.00
<b>Sub-Total</b>	<b>137,970,000.00</b>
Local Taxes (15% of Remuneration)	12,030,000.00
<b>TOTAL</b>	<b>150,000,000.00</b>
Cost of 6 Month supervision - Cost of inspection, auditing and DLP for 12 months	

Once this quotation find favourable, we will issues official note, proposal and we will mobilise 3 days from the day of this letter

## **APPENDIX C – NOTIFICATION OF AWARDS**





**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR  
MINISTRY OF EDUCATION AND VOCATIONAL TRAINING**

P.O. Box 394  
ZANZIBAR-TANZANIA  
Website: [www.moez.go.tz](http://www.moez.go.tz)

Tel: +255-24-2232728  
Fax: +255-242233306  
Email: [info@moez.go.tz](mailto:info@moez.go.tz)  
[pmu@moez.go.tz](mailto:pmu@moez.go.tz)

Ref: P33/21/9/VOL.IV/408

Date: 27<sup>th</sup> April, 2022

To All Contractors.

**REF: PROPOED CONSTRUCTIONS OF SCHOOLS THROUGH DEVELOPMENT  
FOR NATIONAL SOCIAL WELFARE UNDER COVID-19 PROJECT**

**SUB; CONSTRUCTION OF NEW SCHOOLS, REHABILITATIONS OF SCHOOLS,  
COMPLETION AND NEW CLASSROOMS AND CONSTRUCTION OF NEW  
TOILETS**

Please be concerned with the above heading.

The Ministry of Education and Vocational Training Zanzibar, has hired the Consultant for Construction Supervision for the above heading under the "COVID-19 PROJECT" in Unguja and Pemba.

The Ministry of Education and Vocational Training Zanzibar is hereby instruct you all Contractors that the Supervision of contracts will be carried out by M/S EDGE ENGINEERING AND CONSULTING LTD from Dar es Salaam Tanzania.

It's my wish that this information will be received with appropriate attention and complied with.

Authorized Signature:

Name and Title of Signature:

Ali Khamis Juma  
Principal Secretary

Name of Agency: Ministry of Education and Vocational Training,  
Zanzibar

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## **APPENDIX D – LETTER OF ACCEPTANCE**



Reference No: EECL.052022.0047/MEVT-ZNZ

23<sup>rd</sup> May, 2022.

Principal Secretary,  
Ministry of Education and Vocational Training,  
P. O. Box 394,  
Zanzibar, Tanzania.

Dear Sir/Madam,

RE: CONSULTANCE SERVICES FOR SUPERVISION OF CONSTRUCTION OF NEW SCHOOLS  
IN UNGUJA AND PEMBA, AND COMPLETION OF ONE SCHOOL IN UNGUJA.

BID NO. SMZ/IMF/CS/01/2021/2022.

SUB: Response to the Notification of Contract Award Letter.

We M/s Edge Engineering and Consulting Ltd, acknowledge receipt of letter of Notification of award for the Bid No. SMZ/IMF/CS/01/2021/2022 dated 23<sup>rd</sup> May, 2022 with Reference No: P33/21/9/VOL.IV/02.

We are also confirming our availability for signing of the contract within the specified days in your letter.

We are grateful for considering our company worth for providing the above service.

Yours sincerely,

EDGE ENGINEERING AND CONSULTING LTD LIMITED

Authorized Signature: .....  
Name and Title of Signatory: Eng. Frimini B. Mng'anya  
Technical Director



Plot No. 412,  
Ushindi Street,  
P.O. Box 24520  
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[www.edgeec.co.tz](http://www.edgeec.co.tz)  
[info@edgeec.co.tz](mailto:info@edgeec.co.tz)/  
[edgeecLtd@gmail.com](mailto:edgeecLtd@gmail.com)  
Tel: (+255) 763 499 997

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