

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM**



CONTRACT

FOR

**PROVISION OF CONSULTANCY SERVICE FOR CONDUCTING THE
2021 DOMESTIC AND OUTBOUND TOURISM SURVEY (DTS-2021) AND
MEASURING THE CONTRIBUTION OF TOURISM SECTOR TO THE
NATIONAL ECONOMY USING TOURISM SATELLITE ACCOUNT (TSA)**

BETWEEN

MINISTRY NATURAL RESOURCES AND TOURISM

AND

**M/S. THE OPEN UNIVERSITY CON.
SULTANCY BUREAU, (OCB)**

CONTRACT NO. ME.018/2021-2022/ HQ/TCRP/C/01

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 6th day of the month of January, 2022 between, on the one hand, **The Ministry of Natural Resources and Tourism of Government City- Mtumba, P.O. Box 1351, Dodoma** (hereinafter called the "Client"), and on the other hand, **M/s. The Open University Consultancy Bureau, (OCB) P.O. Box 23409, DAR ES SALAAM** (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services for **conducting the 2021 Domestic and Outbound Tourism Survey (DOTS-2021) and measuring the contribution of Tourism Sector to the National Economy Using Tourism Satellite Account (TSA)** as defined in this Contract (hereinafter called the "Services");
- (b) 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;

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) Form of Contract;
- (b) The Special Conditions of Contract (SCC);
- (c) The General Conditions of Contract (GCC),
- (d) The Appendices (1 to 9).

Appendix 1	:	Description of the Services
Appendix 2	:	Reporting Requirements
Appendix 3	:	Personnel and Sub Consultants
Appendix 4	:	Hours of Work for Personnel- Not Applicable
Appendix 5	:	Duties of the Client
Appendix 6	:	Cost Estimates
Appendix 7	:	Form of Bank Guarantee for Advance Payment - Not Applicable

- Appendix 8 : Performance Bank Guarantee (Unconditional)
- Appendix 9 : Performance Bond - **Not Applicable**

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 not exceeding the contract sum of **Tanzania Shilling One Billion Six Hundred Eighty Five Million Two Hundred Eighty Seven Thousand Eight Hundred only (TZS.1,685,287,800.00) Tax inclusive** to the Consultant in accordance with the provisions of the Contract.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

..... DR. ALLAN J.H. KIKAZI

Signature

(Name)..... *[Handwritten Signature]*

In the presence of

..... *[Handwritten Signature]*

Signature

(Name)..... **EDSON A. MAKALLO**

ON BEHALF OF THE CONSULTANT:

..... *[Handwritten Signature]*

Signature

(Name)..... **DEUS NGARUKO**

(Address)..... **Box 23409 DSM**

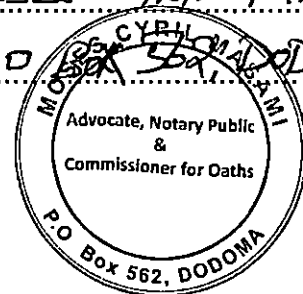
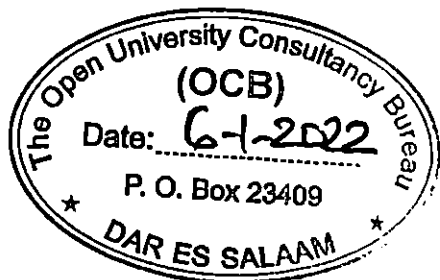
In the presence of

..... *[Handwritten Signature]*

Signature

(Name)..... **MOSES CYRIL MAMAMI**

(Address)..... **P.O. Box 562 DODOMA**



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 Permanent Secretary, Ministry of Natural Resources and Tourism, Government City, Mtumba, P.O. Box 1351 DODOMA The Consultant is The Open University Consultancy Bureau, P.O. Box 23409 Dar es Salaam The Intended Completion Date is 5th May, 2022
2.	4.6	The assignment shall be completed in the following phases: None
3.	6.1	Non eligible countries are - None
	6.2	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in – Not Applicable
4.	7.1	The governing language shall be English .
5.	11.1	The addresses for Communication and Notices are: Client : Ministry of Natural Resources and Tourism Attention : Permanent Secretary Facsimile : Not Applicable E-mail : ps@maliasili.go.tz Consultant : The Open Consultancy Bureau, Box 23409 - Dar es Salaam Attention : Deputy Vice Chancellor - Academic Facsimile : Not Applicable E-mail : ocb@out.ca.tz
6.	14.1	The services shall be performed within the United Republic of Tanzania. (Mainland and Zanzibar) .
7.	15.1	The Member in Charge is – Not Applicable
8.	16.1	The Authorized Representatives are: For the Client: Permanent Secretary For the Consultant: Deputy Vice Chancellor - Academic

9.	18.1	The effectiveness conditions are the following: None (No effective conditions, the contract signing date shall prevail)
10.	19.1	The time period shall be fourteen (14) days after contract signing date.
11.	20.1	The time period shall be seven (7) days after contract effective date
12.	21.1	The time period shall be four (04) months.
13.	28.1	The person designated as Project Manager in Appendix C to the contract shall serve in that capacity, as specified in GCC 28.
14.	36.5 (a)	The number of days shall be twenty eight (28) days
	36.5 (b)	The ceiling on Consultant's liability shall be limited to TZS. 20,000,000.00
15.	37.1(a)	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of Tanzania Shilling Five Million (TZS 5,000,000.000) only; (b) Third Party liability insurance, with a minimum coverage of Tanzania Shilling Five Million (TZS 5,000,000.00) only; (c) Professional Liability insurance, with a minimum coverage of Tanzania Shilling Five Million (TZS 5,000,000.00) only; (d) Client's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (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.

16.	39.1(c)	The other actions are: None
17.	41.1	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client”.
18.	43.1	Performance Security shall be Tanzania Shilling One Hundred Sixty Eight Million Five Hundred Twenty Eight Thousand Seven Hundred Eighty Eight (TZS.168,528,780.00) equivalent to 10% of contract sum in the form of Unconditional Bank Guarantee .
19.	45.1(d)	None
20.	51.2	The ceiling is: Tanzania Shilling One Billion Six Hundred Eighty Five Million Two Hundred Eighty Seven Thousand Eight Hundred Only (TZS.1,685,287,800.00) Tax Inclusive.
	52.1	The account is: The Open University Consultancy Bureau Bank Name: National Bank of Commerce Account No. 011103033713
	55.1	The Currency of payment shall be in Tanzania Shilling
22.	56.1	The following provisions shall apply to the advance payment and the advance payment guarantee: Not Applicable
23.	57.1	Payment shall be made according to the following schedule: i. Fifty (50) percent of the contract sum shall be paid upon submission of acceptable Inception Report including work plan; ii. Thirty (30) percent of the contract sum shall be paid upon submission of draft report and approved by Client; iii. Twenty (20) percent of the contract sum shall be paid upon submission of acceptable final report.
	57.3	The interest rate is 1% above the lending rate of scheduled banks in Tanzania

24.	66.2	The notice of termination shall be issued not less than: twenty eight (28) days.
25.	74.2(a)	The Arbitrator shall be Tanzania Institute of Arbitrators (TIArb) – Dodoma.

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:</p> <p>(a) The "Client" is the party named in the SCC who engages the Consultant to perform the Services.</p> <p>(b) "Completion" means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.</p> <p>(c) The "Completion Date" is the date of actual completion of the fulfilment of the Services.</p> <p>(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 Agreement.</p> <p>(e) "Contract" means an Agreement entered into between the Client and the Consultant together with the Contract Documents listed in GCC 5.</p> <p>(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.</p> <p>(g) "Day" means calendar day.</p> <p>(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC 18.</p> <p>(i) "GCC" mean the General Conditions of Contract.</p> <p>(j) "Government" means the Government of the United Republic of Tanzania.</p>
		<p>(k) The "Intended Completion Date" is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.</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</p> <p>(o) Consultant.</p> <p>(p) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part t; and "Key Personnel" means the Personnel referred to in GCC 24.1.</p> <p>(q) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.</p> <p>(r) "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>(s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.</p> <p>(t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>(u) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(v) "Third Party" means any person or entity other than the Client and the Consultant.</p> <p>(w) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.</p>
2. Interpretation and Contract Documents	2.1	In interpreting this conditions 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	3.1	The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics

Coercive Practices		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> <p>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and</p> <p>(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;</p> <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	<p>Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.</p>
	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</p>

		<p>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) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p> <p>(e) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Act;</p>
	3.5	The 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 the said proceedings.
4. Interpretation	4.1	In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part or be taken into consideration in the interpretation or construction or of the Contract. Words have their normal meaning under the English language unless specifically defined.
	4.2	<p>Entire Contract</p> <p>(a) The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	4.3	<p>Amendment</p> <p>(a) No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
	4.4	<p>Non-waiver</p> <p>(a) Subject to GCC 4.4 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract</p>

		<p>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>
	4.5	<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>
	4.6	<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 apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>
5. Documents Forming the Contract and Priority of Documents	5.1	<p>The following documents forming the contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) The Contract form; (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). (i) Any other documents listed in the SCC forming part of the contract
6. Eligibility	6.1	<p>The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.</p>
	6.2	<p>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.</p>

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	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	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 in the 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 Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
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) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC .
	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 for notice hereunder by giving the other Party notice of such change to the address.
12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1	The Services shall be performed at such locations as are specified in the SCC or Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized 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 officials specified in the SCC .
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.
B. Commencement, Completion and Modification of Contract		
18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

19. Termination of Contract for Failure to Become Effective	19.1	If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC , either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC .
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC 66 [Termination for Default], ITT 64 [Termination for Insolvency], ITT 65 [Termination for Convenience] and ITT 66 [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
22. Modifications or Variations	22.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC 49.1 [Payment], however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
C. Consultant's Personnel and Sub-Consultants		
23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract. If any of the Key Personnel has already been approved by the Client his/her name shall be listed in such Appendix.
	24.2	If required to comply with the provisions of GCC 27 , adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:

		<p>(a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;</p> <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 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 agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC 51.2 of this Contract, this will be explicitly in the contract.
25. Approval of Personnel	25.1	The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave & Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.

	27.2	<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, <p>Then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p>
	27.3	<p>Any of the Personnel provided as a replacement under GCC 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,</p> <ul style="list-style-type: none"> (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
28. Project Manager	28.1	<p>AS specified in the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.</p>
D. Obligations of the Consultant		
29. Standard of Performance	29.1	<p>The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.</p>

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 Com-missions, Discounts	32.1	The remuneration of the Consultant pursuant to GCC 49 to 51 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC 33 , the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	32.2	Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential

		information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36. Liability of the Consultant	36.1	The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
	36.2	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or (b) plagiarism or alleged plagiarism by the Consultant.
	36.4	The Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
	36.5	The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 29 provided: (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC; (b) that the ceiling on the Consultant's liability under GCC 29 shall be limited to the amount indicated in the SCC,

		<p>except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and</p> <p>(c) that the Consultant's liability under GCC 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.</p>
	36.6	In addition to any liability the Consultant may have under GCC 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29.
	36.7	Notwithstanding the provisions of paragraph (a) of this GCC 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.
37. Insurance to be taken out by the Consultant	37.1	<p>The Consultant</p> <p>(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</p> <p>(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	38.1	<p>The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and</p> <p>(b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2)</p>

		years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
	38.2	The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.
39. Consultant's Actions Requiring Client's Prior Approval	39.1	<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> <p>(a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;</p> <p>(b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and</p> <p>(c) Any other action that may be specified in the SCC.</p>
	39.2	Notwithstanding any approval under GCC 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
40. Reporting Obligations	40.1	The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in electronic forms acceptable to the client in addition to the hard copies specified in the said Appendix.
41. Proprietary Rights on Documents Prepared by the Consultant	41.1	All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of

		the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
42. Proprietary Rights on Equipment and Materials Furnished by the Client.	42.1	Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
43. Performance Security	43.1	The Consultant shall provide at his cost a Performance Security to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract. The Performance Security shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract. Performance Security shall be in the amount and currency specified in the SCC.
44. Liquidated Damages	44.1	If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an

		equivalent to the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.
	44.2	The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.
E. Obligations of the Client		
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	The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.

47. Change in the Applicable Law Related to Taxes and Duties	47.1	If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 51.2.
48. Services, Facilities and Property of the Client	48.1	The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 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.
49. Payment	49.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC 51 to 57.
50. Counterpart Personnel	50.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
	50.2	If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3.
	50.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive

		direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
F. Payments to the Consultants		
51. Cost Estimate of Services: Ceiling Amount	51.1	An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
	51.2	Except as may be otherwise agreed under GCC 22 and subject to GCC 51.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
	51.3	Notwithstanding GCC 51.2, if pursuant to any of the GCC 48, 50 or 52, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 51.1, the ceiling set forth in GCC 51.2 shall be increased by the amount of any such additional payments.
52. Payments: General	52.1	All payments under this Contract shall be made to the account of the Consultant specified in the SCC .
	52.2	With the exception of the final payment under GCC 57, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
53. Lump-Sum Remuneration	53.1	Subject to the ceiling specified in GCC 51.2, the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursable, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC 51.2, if the Parties have agreed to additional payments in accordance with GCC 22.1.
54. Modes of Payment	54.1	Payments in respect of the Services shall be made as specified in GCC from 55 to 57.
55. Currency of payments	55.1	The currency of payments shall be as specified in the SCC
56. Advance Payment	56.1	If so specified in the SCC , an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the

		<p>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	The Advance Payment will be offset by the Client in a way specified in the SCC .
57. Interim Payments	57.1	Payment will be made according to the payment schedule stated in the SCC subject to the provision of advance payment stated in GCC 55. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
	57.2	The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
	57.3	Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
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 hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying

		<p>out of the Services, provided that such notice of suspension:</p> <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 execution of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
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 he may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
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.
	63.1	<p>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.</p> <p>The Minutes and records under GCC 62.2 shall be signed by the Parties</p>

H. Good Faith and Fairness in Operation		
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 76.
I. Termination and Settlement of Disputes		
66. Termination for Default	66.1	<p>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.</p> <p>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.</p>
	66.2	<p>(a) Fundamental breaches of the contract shall include but shall not be limited to, the following:</p> <p>(b) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC 58, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication;</p> <p>(c) 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>(d) 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>(e) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 76.2;</p> <p>(f) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 76.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or</p> <p>(g) 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>
67. Termination for Insolvency		<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) The Client becomes bankrupt or otherwise insolvent;</p> <p>(b) The Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</p> <p>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.</p>
68. Termination for Convenience		<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		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.
70. Force Majeure		For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		<p>Force Majeure shall not include any:</p> <p>(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</p> <p>(b) Event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p>
71. No Breach of Contract		Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
72. Measures to be Taken on Force Majeure		The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
		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.

		<p>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.</p>
		<p>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.</p>
		<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"> (a) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
73. Cessation of Rights and Obligations		<p>Upon termination of the Contract pursuant to GCC 19, 65, 66, 67 or 68, or upon expiration of this Contract pursuant to GCC 21, all rights and obligations of the Parties hereunder shall cease, except</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; The Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38; and (c) Any right which a Party may have under the Applicable Law.
74. Cessation of Services		<p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC 65, 66, 67 or 68, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents</p>

		prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC 41 or 42.
75. Payment upon Termination		<p>Upon termination of the Contract pursuant to GCC 66, 67 or 68, the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration pursuant to GCC 53.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 for expenditures actually incurred prior to the effective date of termination; and</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 clause 74.1 shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination</p>
76. Disputes about Events of Termination		If either Party disputes whether an event specified in GCC 65, 66 or 68 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 76, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
		In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 76.
77. Settlement of Disputes		<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>
		<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 laws of the Client's country and in the place shown in the SCC.</p>

TERMS OF REFERENCE

**UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM**



TERMS OF REFERENCE

Consultancy for Conducting the 2021 Domestic and Outbound Tourism Survey (DOTS-2021) and measuring the Contribution of Tourism sector to the National Economy using Tourism Satellite Account (TSA)

Survey Name: The 2021 Domestic and Outbound Tourism Survey (DOTS-2021)

1. Background

1.1 The Ministry of Natural Resources and Tourism has received fund supported by IMF towards the implementation of Projects for Community Development for National Prosperity in combating COVID-19, and it intends to apply part of the received funds to conduct survey that will enable the Ministry to ascertain the Contribution of Tourism sector at domestic level to the National Economy.

1.2 The Government of Tanzania has identified tourism as “a driver of national economy and one of the major foreign exchange earners” and therefore established tourism as a high priority sector. However, statistics to measure the impact of Tourism in the economy are insufficient and often inadequate. As a result, there is a tendency of its growth and the impact using tourism earnings and the number of visitors, employment and increase in tourism investments. That being the case, there is need to measure tourism's contribution using a more effective and precise framework which is widely used and recommended by United Nations World Tourism Organizations (UNWTO) known as Tourism Satellite Account.

1.3 Despite TSA being internationally recognized system of measuring the contribution of the tourism sector to the economy, its development in Tanzania has not been seamless. Collaboration efforts have been made between Ministry of Natural Resources and Tourism (MNRT), Bank of Tanzania (BoT), National Bureau

of Statistics (NBS), Immigration Department, and the Commission for Tourism in Zanzibar (CTZ) to provide the necessary information development of TSA in Tanzania whereby inbound visitors' surveys have been conducted annually. The information of these surveys are very useful for development of competitive tourism industry.

1.4 The primary goal is to improve the planning and policy-making competencies as it relates to tourism. The mission is to strengthen the ability of the government to evaluate the impact of tourism on the economy through accurate and timely provision of information. This will be pursued through the development of a harmonized methodological and institutional framework that allows for collecting, organizing, reporting and utilizing the statistical data necessary for preparing the Tourism Satellite Account (TSA) in accordance with the UNWTO international recommendations of tourism statistics. Such a framework will permit the consistent determination of the direct contribution of tourism to the economy and enhance the ability of all shareholders to make well-informed decisions.

1.5 As it is known that the best mechanism of estimating domestic tourism expenditure by products/activities is conducting Domestic Tourism Survey, the Ministry is looking for an institution that will resolve data gaps on number of domestic tourists, their expenditures and other related information including employment for planning and marketing of tourism products.

1.6 Tourism sector statistics context: Basically, there are two main types of tourism statistics which are collected by tourism directorate in the MNRT. These are Inbound and Domestic tourism statistics. Through International Visitors Exit Surveys which is conducted every year, inbound tourism expenditure is captured. In the case of domestic tourism statistics, are obtained only from protected areas under the Ministry managed by Tanzania National Parks (TANAPA), Ngorongoro Conservation Authority Area (NCAA), Tanzania Wildlife Authority (TAWA), Tanzania Forest Services (TFS) and National Museum of Tanzania (NMT). However, this methodology does not portray the real picture of the growth and development of whole domestic tourism in the country since it leaves other areas which attract domestic visitors. It is well known that the majority of Tanzanians travel from one place to another staying at least one night and less than a year from usual environment and spend money on goods and services. International wise, those are recognized as "domestic tourists".

2. The Objective of the survey

The objective of this consultancy service is to gather data and relevant information at household level through conducting Domestic Tourism Survey in all regions in United Republic of Tanzania (URT) and measure the contribution of tourism sector to the national economy.

3. Specific Objectives

- i) Develop baseline data to measure the volume of domestic and outbound Tourism;
- ii) Study the profile of domestic and outbound visitors;
- iii) Estimate the total number and expenditure of domestic and outbound trips;
- iv) Estimate the total number and expenditure of excursionists (those from outside and residents) in Tanzania; and
- v) Generate TSA tables which are crucial in determining the contribution of Tourism to the Country's economy, especially on Gross Domestic Product (GDP).

4. Scope of assignment

The consultant will ensure that TSA data gaps required to estimate the contribution of tourism sector to GDP fully covered and filled, employment and the methodology for estimating the domestic tourism expenditure is well understood and documented. Specifically, the Consultant will be expected to do the following activities:

- i. Prepare a brief inception report detailing the approach and a proposed work plan which outlines the timelines and resources requirement and submit the same to the MNRT for consideration within one week;
- ii. Organise regular meeting to oversee the progress of the project;
- iii. Produce progress report every two weeks and submit to a MNRT Coordinating Team which will be managed by the directorate of Policy and Planning (DPP) in MNRT for the purpose of informing the leaders of the Ministry;
- iv. Liaise with the National Bureau of Statistics in conducting domestic tourism survey 2021;
- v. Develop and Design the Survey tools on **Domestic and Outbound Tourism Survey (DOTS-2021)**
- vi. Conduct training of enumerators as per the 2021 domestic tourism survey requirements;
- vii. Conduct pilot test of the 2021 Domestic Tourism Survey and use the data

- set in testing the tabulation plan;
- viii. Conduct field work for data collection at household level in all regions of the United Republic of Tanzania as per the agreed sample size;
 - ix. Liaise with the technical committee of the Tanzania Tourism Sector Survey in organizing and estimating inbound visitors' expenditure data by products;
 - x. Liaise with the technical committee of the Tanzania Tourism Sector Survey in conducting of excursionists in order to estimate expenditure of same-day visitors by products;
 - xi. Conduct a survey and make analysis of tourism sector employment contribution;
 - xii. Use the survey data to determine the **contribution of tourism sector to the economy** using TSA as recommended by the United Nations World Tourism Organization (UNWTO);
 - xiii. Prepare stakeholders meeting to discuss the findings of the studies;
 - xiv. Finalize the report based on the comments and recommendations agreed upon at the consultations in the meetings held; and
 - xv. Produce final reports of employment and measuring the contribution of tourism sector using TSA as recommended by UNWTO International Recommendations of Tourism Statistics, 2008 within four months soon after signing the contract.
 - xvi. Liaise with the Directorate of Research and Training of the Ministry in conducting all activities;

5. Characteristics of the Consultancy

5.1 The consultant should be a government institution having a good understanding of the administration of National Statistics in Tanzania and proven association with the design and implementation of the System of National Accounts and in particular as well as TSA System.

5.2. Starting date and duration: The survey implementation period is four months from the date of signing the contract.

6. Schedule for completion of tasks

6.1 Reporting

The consulted institution is expected to submit Inception Report, Proposed work Plan and a survey progress report twice in a month to the Permanent Secretary of the Ministry of Natural Resources and Tourism (MNRT).

6.2 Deliverables

At the end of the survey, the consulted institution will be required to deliver soft copy and ten (10) hard copies of report on the following outputs:

- i. Inception report to be submitted within two weeks from date of signing contract;
- ii. Draft reports on the Domestic and Outbound Tourism survey findings, excursionist survey and consolidated report of measuring the contribution of tourism sector using TSA within three months from the date of approval of inception report; and
- iii. Final reports on the Domestic and Outbound Tourism survey findings, excursionist survey and consolidated report of measuring the contribution of tourism sector using TSA within one month from the date of approval of draft reports.

7. Terms of Payments

7.1 Payment will be in three (3) instalments as follows:

- i. Fifty (**50**) percent of the contract sum upon submission of acceptable inception report including proposed work plan;
- ii. Thirty (**30**) percent of the contract sum will be made upon the presentation and approval of draft reports; and
- iii. Twenty (**20**) of the contract sum will be made after the final reports have been accepted and approved by the Client.

8. OTHER IMPORTANT ITEMS

8.1 This study will be overall organised and managed by the consulted institution technically assisted by Department of Research, Statistics and Training (DRT). Moreover, it is advised to include other professional from the MNRT

(Department of Policy and Planning, Division of Tourism and Utalii College) and Zanzibar (The responsible Ministry and Tourism Commission).

- 8.2 This study is important and has a national interest, therefore it is advised to be conducted in effective and efficient ways so that the objective can be obtained as planned.

POWER OF ARTTORNEY

SPECIAL POWER OF ATTORNEY

TO WHOM IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 08th day of December 2021. We, the **Open University Consultancy Bureau** of P. O. BOX 23409 Dar Es Salaam, a Legal Company registered under the laws of Tanzania (hereinafter referred to as "the Donor"), subject to the Board Resolution of the Donor, **DOHEREBY** appoint **Prof. Deus Dominic Ngaruko** a natural person and of legal age of P. O. Box 23409 Dar Es Salaam – Tanzania (hereinafter referred to as "the Donee") to be our true and lawful attorney for the Donor's name, AND THEREAFTER to do and execute all or any of the following:-

1. To provide the consulting services for conducting the 2021 Domestic Tourism Survey (DTS 2021) and Measuring the Contribution of Tourism Sector to the National Economy using Tourism Satellite Account (TSA) at the Ministry of Natural Resources and Tourism of P. O. Box 1351 Dodoma.
2. To prepare, sign, execute, deliver or receive any documentations pertaining to the above mentioned transactions and submission of all documents and providing information responses to clients and all matters of the project to our name and on our behalf all such acts, deeds and things necessary in connection with.
3. To perform any other act whatsoever in relation to the above dispute and act in all intents and purposes as the Donor could do in person.

SIGN and SEALED with the **COMMON SEAL** of the Company and delivered at Dar Es Salaam in our presence this 08th day of December 2021

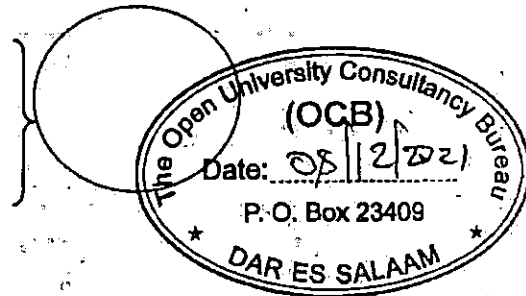
DONOR'S SEAL/STAMP

Name: Dr. Emmanuel Joseph Mallya

Address: P. O. Box 23409, Dar es Salaam.

Signature: 

Qualification: Director



SIGNED and DELIVERED at Dar Es Salaam by the said

Dr. Emmanuel Joseph Mallya who is known to me personally/identified to me by _____

the latter being known to me personally this 08th day of December 2021

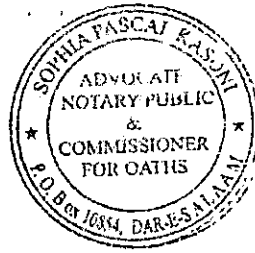

DONOR

Name: SOPHIA PASCAL KASONI

Address: DAR ES SALAAM

Signature: *S*

Qualification: **COMMISSIONER FOR OATHS**



ACKNOWLEDGEMENT

I, Prof. Deus Dominic Ngaruko do hereby acknowledge and accept to be an attorney of the said the Open University Consultancy Bureau of P. O. BOX 23409 Dar Es Salaam under the terms and conditions contained in this **POWER OF ATTORNEY** and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED and DELIVERED at Dar Es Salaam by the said Prof. Deus Dominic Ngaruko who is known to me personally/identified to me by _____ the latter being known to me personally this 08th day of December 2021

} *ADK*
DONEE

Name: SOPHIA PASCAL KASONI

Address: DAR ES SALAAM

Signature: *S*

Qualification: **COMMISSIONER FOR OATHS**



NEGOTIATION MINUTES

UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM



NEGOTIATION MINUTES

TENDER NO: ME.018/2021-2022/HQ/TCRP/C/01

FOR

PROVISION OF CONSULTANCY FOR CONDUCTING THE 2021 DOMESTIC
TOURISM SURVEY (DOTS-2021) AND OUTBOUND AND MEASURING THE
CONTRIBUTION OF TOURISM SECTOR TO THE NATIONAL ECONOMY
USING TOURISM SATELLITE ACCOUNT (TSA)

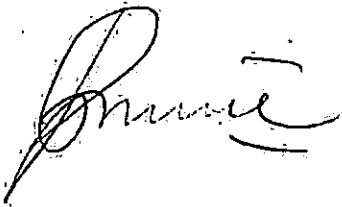
18TH DECEMBER, 2021

A large, stylized handwritten signature in black ink, likely representing an official from the Ministry of Natural Resources and Tourism.

A smaller, less legible handwritten signature in black ink, likely representing a representative from the tendering organization.

Table of Contents

1.0 ATTENDANCE.....2
2.0 ADOPTION OF AGENDA.....2
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4.0 OBJECTIVE AND SCOPE OF NEGOTIATION.....7
5.0 NEGOTIATION PROCESS.....8
6.0 RECOMMENDATIONS.....8
7.0 SUBMISSION.....8

A large, stylized handwritten signature in black ink, appearing to be 'Praveen'.A smaller, stylized handwritten signature in black ink, appearing to be 'Ravi'.

Venue: Ministry of Natural Resources and Tourism (MNRT), UDOM Office, Block T2, Ground Floor, Left Wing, Conference Room.

Date: 18th December, 2021

1.0 ATTANDANCE

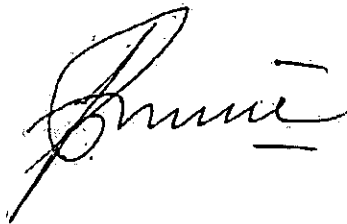
No	NAME	TITLE	ORGANIZATION
1	Paskasi D. Mwiru	Chairperson	MNRT - HQ
2	Prof. Deus Ngaruko	Member	OCB
3	Dr. Ladislaus Batinoluho	Member	OCB
4	Wilfred K. Msemo	Member	MNRT - HQ
5	Josephat S. Msimbano	Member	MNRT - HQ
6	Dr. Halima Kilungu	Member	OCB
7	Dr. Harrieth Mtae	Member	OCB
8	Dr. Mato Magobe	Member	OCB
9	Elia Mutalemwa	Member	MNRT - HQ
10	Paschal R. Manono	Secretary	MNRT - HQ

2.0 ADOPTION OF AGENDA

The agenda for the negotiation of the tender Number ME.018/2021-2022/HQ/TCRP/C/01 for Provision of Consultancy for Conducting The 2021 Domestic Tourism Survey (Dots-2021) and Measuring the Contribution of Tourism Sector to the national economy using Tourism Satellite Account (TSA)

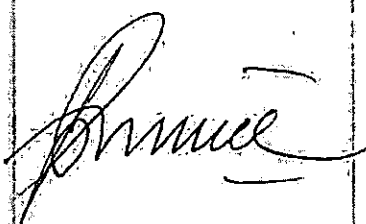
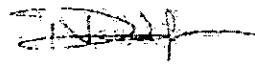
3.0 BACKGROUND

The Ministry of Natural Resources and Tourism has received fund supported by International Monetary Funds (IMF) towards the implementation of Projects for Community Development for National Prosperity in combating COVID-19, and it intends to apply part of the proceeds of this loan to cover eligible payments under the contract for Consultancy for Conducting the 2021 Domestic Tourism Survey (DTS-2021) and Measuring the Contribution of Tourism Sector to the National Economy using Tourism Satellite Account (TSA).

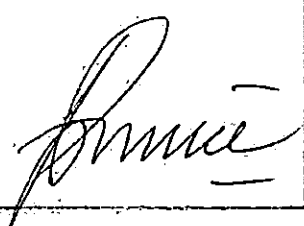


Hereunder are the detailed issues that were negotiated and agreement reached:-

PART I: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
a) The terms of reference:	<p>Consultant confirmed to have understood the overall terms of reference. However, there were some issues related to the scope of assignment including, excursionists survey, the contribution of Tourism Sector to the National Economy which were clarified by the Client Team; and deliverables.</p> <p>It has therefore been agreed by both parties to make amendments to the Terms of Reference in order to guide the Consultant in developing an Inception report and survey tools. The amendments are:-</p> <ol style="list-style-type: none"> i. The excursionists survey will gather data on the same day visitors from outside and within Tanzania; ii. Measuring the contribution of Tourism Sector to the National Economy will not only involve Domestic Tourism Survey data but also data of inbound visitors collected by TTSS, Outbound Tourists and data collected by NBS and Office of the Chief Government Statistician (OCGS); iii. Deliverables will be Inception report, draft and final reports on the Domestic and Outbound Tourism survey; excursionist survey; and a consolidated report of measuring the contribution of tourism sector using TSA.

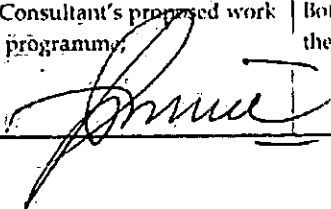
<p>b) Comments made by the consultant on the scope of services;</p>	<p>The Consultant clarified on several comments regarding Terms of Reference and agreed as follows:-</p> <ul style="list-style-type: none"> i. Consultancy name be "Consultancy for conducting the 2021 Domestic and Outbound Tourism Survey (DOTS-2021) and measuring the contribution of Tourism Sector to the National Economy Using Tourism Satellite Account (TSA)". ii. Survey name be "The 2021 Domestic and Outbound Tourism Survey (DOTS-2021)" iii. Specific objectives be as follows:- <ul style="list-style-type: none"> ▪ Develop baseline data to measure the volume of domestic and outbound Tourism; ▪ Study the profile of domestic and outbound visitors; ▪ Estimate the total number and expenditure of domestic and outbound trips; ▪ Estimate the total number and expenditure of excursionists (those from outside and residents) in Tanzania; and ▪ Generate TSA tables which are crucial in determining the contribution of Tourism to the Country's economy, especially on Gross Domestic Product (GDP). iv. Set up of Survey Team. Both parties agreed to omit National College of Tourism and Tanzania Tourism Board from the proposed set up of Survey Team and replace them with the Tourism Division. v. Scope Parties agreed on the following on the scope of assignment: - <ul style="list-style-type: none"> i. To include the cost for Survey of excursionists in order to estimate expenditure of same-day visitors by products, which was not reflected in the submitted financial proposal
---	--




	<ul style="list-style-type: none"> ii. To remove the task of conducting a survey and analysis of Tourism Sector Employment contribution from the scope of the assignment because will be done separately due to its nature and scope. iii. To rephrase item xv of the scope of assignment to read as follows "Produce final reports on the domestic and outbound Tourism survey findings, excursionists' survey and consolidated reports of measuring the contribution of Tourism Sector using TSA within one month from the date of approval of draft reports.
c) The methodology:	<p>Both parties have agreed that;</p> <ul style="list-style-type: none"> i. The Consultant will involve Regional Statistical Managers and experienced enumerators for the sake of efficiency and effectiveness during data collection; ii. The Consultant will use both Open Data Kits (ODK Tablets) and hard copies of the data collection tools to minimize chances of outliers; and iii. The assignment will start immediately after signing of contract.
d) Staffing:	<p>The Consultant confirmed that all Key Personnel described in Appendix 3, to the contract will be available during contract period.</p> <p>It was agreed that 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.</p>




e) Counterpart staff and training:	<p>It was agreed that the Client will provide professionals from other Government Institutions including personnel from the Ministry of Natural Resources and Tourism to participate in the assignment.</p> <p>Therefore, the cost for all MNRT Counterpart Personnel, Officials and Professionals from Government Institutions were excluded from the Consultant's budget. Those costs will be covered by the Client.</p>
f) Procuring entity's inputs:	<p>It was agreed that the Client will provide the following: -</p> <ul style="list-style-type: none"> i. Counterpart Personnel; ii. Professional Personnel from Government Institution Tanzania Mainland and Zanzibar; iii. The Client will arrange and introduce the Consultant to the Authorities and other relevant Stakeholders during the exercise; and iv. The Client shall make available all ODK Tables necessary for data collection and such equipment shall be returned upon completion of the exercise.
g) Discussion on draft contract	<p>Both parties agreed that the contract period will be of four (04) months effectively from the date of signing the contract.</p> <p>Agreed that the Payment shall be made according to the following schedule:</p> <ul style="list-style-type: none"> i. Fifty (50) percent of the total contract sum shall be paid upon submission and approval of an inception report including proposed work plan; ii. Thirty (30) percent of the total contract sum shall be paid upon submission of acceptable by client draft reports; and iii. Twenty (20) percent of the total contract sum will be upon submission of acceptable final reports by the client;
h) Consultant's proposed work programme,	<p>Both parties have discussed and agreed to maintain the proposed work schedule.</p>




i) Quoted price reduction:	The initial quoted price was TZS 1,943,520,000.00 excluding tax. Both parties agreed to review the submitted financial proposal without compromising with the final deliverables and the revised price is TZS 1,428,210,000.00 excluding tax.
j) Consultants' tax liability and how tax liability has been will be reflected in the contract.	Both parties agreed that all local taxes shall be paid in accordance to the law. The local tax (VAT - 18%) amounting to TZS 257,077,800.00. The 5% Withholding tax will be charged in each payment instalment. Therefore, revised price including tax is TZS 1,685,287,800.00. The revised financial proposal is annexed to the records of negotiation.
k) Details that were not apparent or could not be finalised at the time of evaluation	There were no more details.

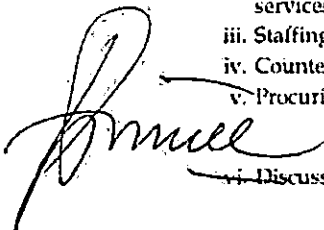
Pursuant to Regulation 226 (1) GN.446 of 2013 as amended in 2016, the Accounting Officer appointed the Negotiation Team to conduct the negotiation meeting. The Negotiation Team comprises the following Officers: -

No.	NAME	ORGANIZATION	DESIGNATION
1.	Paskasi D. Mwiru	Chairperson	MINRT - HQ
2.	Wilfred K. Msemu	Member	MINRT - HQ
3.	Josephat S. Msimbano	Member	MINRT - HQ
4.	Elia Mutalemwa	Member	MINRT - HQ
5.	Paschal R. Marono	Secretary	MINRT - HQ

4.0 OBJECTIVE AND SCOPE OF NEGOTIATION

The main goal of the negotiation was to ensure the Client and Consultant are on the same page in relation to the objective and scope of the assignment. In particular the negotiation aimed to discuss and agree on the following: -

- i. Confirmation of clear understanding of Terms of Reference;
- ii. The methodology; To receive consultant's comments on the scope of services;
- iii. Staffing;
- iv. Counterpart Staff and training;
- v. Procuring entity's inputs;
- vi. Discussion on draft contract;



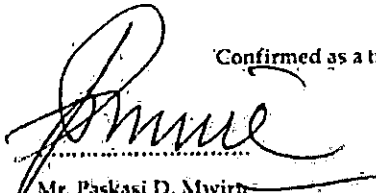

6.0 RECOMMENDATIONS

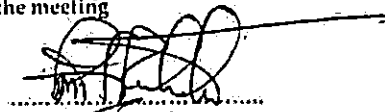
The Negotiation Team recommends approval of the minutes of negotiation and records of negotiation as per Regulation 228 of Public Procurement Regulations of 2013 GN 446 of 2013 as amended and Contract Award to The Open University Consultancy Bureau of P.O. Box 23409 Dar es Salaam at a contract sum not exceeding Tanzania Shilling One Billion Six Hundred Eighty Five Million Two Hundred Eighty Seven Thousand Eight Hundred (TZS.1,685,287,800 00) only, all local taxes inclusive.

7.0 SUBMISSION

We the undersigned, do hereby make our declaration that we have carried out the negotiation thoroughly and in the professional manner in accordance with the requirements of the Public Procurement Act 2011. We therefore, submit to the Head of Procurement Management Unit for submission to the Ministry of Natural Resources and Tourism Tender Board for deliberation and approval if shall deem appropriate.

Confirmed as a true record of the meeting

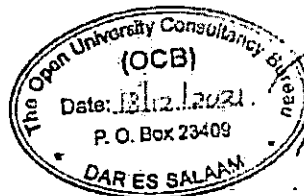

Mr. Paskasi D. Mwiru
Chairperson


Mr. Paschal R. Manono
Secretary

Date: 18th December, 2021.

From The Open University
Consultancy Bureau (OCB):


Prof. Deus Ngaruko



Date: 18th December, 2021

Attachment

- Records of Negotiation
- Revised financial Proposal

CONSULTANT PROPOSAL



REVISED FINANCIAL PROPOSAL

FOR

CONDUCTING THE 2021 DOMESTIC AND
OUTBOUND TOURISM SURVEY (DOTS-2021) AND
MEASURING THE CONTRIBUTION OF TOURISM
SECTOR TO THE NATIONAL ECONOMY USING
TOURISM SATELLITE ACCOUNT (TSA)

SUBMITTED BY

THE OPEN UNIVERSITY CONSULTANCY BUREAU (OCB)
P.O. BOX 23409
DAR ES SALAAM, TANZANIA



20th December 2021

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[Handwritten signature]

Form 5B1 Financial Proposal Submission Form

20th December 2021

To:

Permanent Secretary,
Ministry of Natural Resources and Tourism,
Government City Mtumba, Prime Minister Street,
P.O. Box 1351, 40472 DODOMA.

Dear Sir

I, the undersigned, on behalf of the Open University Consultancy Bureau (OCB), do offer to provide the consulting services for Conducting the 2021 Domestic and Outbound Tourism Survey (DOTS-2021) and Measuring the Contribution of Tourism Sector to the National Economy using Tourism Satellite Account (TSA) in accordance with the record of negotiations dated 18th December 2021. Our attached Revised Financial Proposal is for the sum of TSh One billion four hundred twenty eight million two hundred ten thousand (TSh 1,428,210,000.00). This amount is exclusive of local taxes, which we have been estimated at TSh Two hundred fifty seven million seventy seven thousand eight hundred (TSh: 257,077,800.00). Therefore the grand total inclusive of VAT is TSh 1,685,287,800.00. The revised budget is presented in Forms 5B2-5B5.

Our Financial Proposal shall be binding up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 25 of the Proposal Data Sheet.

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 we are aware of the relevant provisions of the Proposal Document (ITT Clause 3).

I also understand that you are not bound to accept any Proposal you receive.

Regards



Prof Deus D. Ngaruko - Consultancy Team Leader

For the Open University Consultancy Bureau (OCB)

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

Date: 20th December 2021

3



Form 5B2 of Summary Costs

Cost Component	Costs
Staff Remuneration (1)	214,400,000
Reimbursable Expenses (1)	1,213,810,000
Sub-Total	1,428,210,000
Local Taxes (1)	
Withholding Tax	
VAT (18% of Staff remuneration & reimbursable expenses)	257,077,800
GRAND TOTAL	1,685,287,800



ADL

Form 5B3 Breakdown of Staff Remuneration

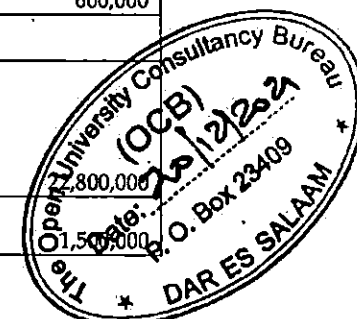
Name1	Position2	Work Station	Staff-month Rate3	Input3 (Staff-months)	Sub Cost for each staff4
Staff					
Prof. Deus Ngaruko	Team Leader	Head Office	6,000,000	2	12,000,000.00
		Field	6,000,000	2	12,000,000.00
Dr. Ladislaus Batinoluho	Assistant Team Leader	Head Office	6,000,000	2	12,000,000.00
		Field	6,000,000	2	12,000,000.00
Dr. Mato Magobe	Data Processing Coordinator	Head Office	6,000,000	2	12,000,000.00
		Field	6,000,000	2	12,000,000.00
Dr. Harrieth Mtae	Field Coordinator	Head Office	6,000,000	2	12,000,000.00
		Field	6,000,000	2	12,000,000.00
Dr. Halima Kilungu	Logistics and Reports Coordinator	Head Office	6,000,000	2	12,000,000.00
		Field	6,000,000	2	12,000,000.00
Dr. Eng. Rayton Ambele	ODK specialist	Field	3,000,000	1	3,000,000.00
		Head Office	3,000,000	1	3,000,000.00
Mr. Henrick Komba	Accountant	Field	3,000,000	1	3,000,000.00
		Head Office	3,000,000	1	3,000,000.00
31 Regional Commissioners	Regional Commissioners	Allowance	100,000	1	3,100,000.00
683 Enumerators	Data Collectors	Allowance	100,000	1	68,300,000.00
10 Data Clerks	Data entry clerks	Allowance	100,000	1	1,000,000.00
Prof. Elifas Tozo Bisanda	Vice Chancellor (OUT)	Honorarium	2,000,000	1	2,000,000.00
Prof. George Oreku	DVC-Resources Management (OUT)	Honorarium	2,000,000	1	2,000,000.00
Prof. Alex Makulilo	DVC-Learning Technologies & Regional Services (OUT)	Honorarium	2,000,000	1	2,000,000.00
Mr. Azimio James Taluka	Director of Finance (OUT)	Honorarium	2,000,000	1	2,000,000.00
Dr. Emmanuel Mallya	OCB Director (OUT)	Honorarium	2,000,000	1	2,000,000.00
		Total Costs			

The Open University Consultancy Bureau
 Date: 28/02/2021
 P. O. BOX 13409
 DAR ES SALAAM

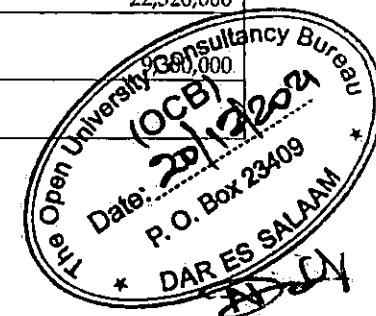
ADJ

Form 5B4 Breakdown of Reimbursable Expenses

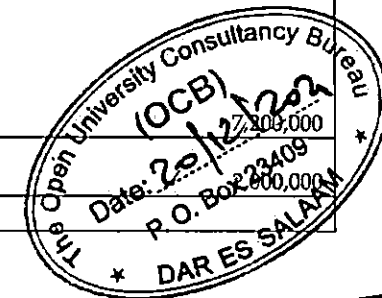
N°	Description[1]	Unit	Unit Cost[2]	Quantity	[Indicate sub cost for each item][3]
1	Per diem allowances	Day			
1.1	Preparation of the Inception report				
1.1.2	Perdiems for 5 members of the (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator) in Morogoro.	10	120,000	5	6,000,000
1.1.3	Perdiems for 2 drivers (2 vehicles from OUT) in Morogoro	10	100,000	2	2,000,000
1.2	Validation Workshop in Morogoro and submission of the Inception Report in Dodoma				
1.2.1	Perdiems for 5 members of the (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator), and an Accountant and ODK Expert) in Morogoro	3	120,000	7	2,520,000
1.2.2	Perdiems for 2 drivers (2 vehicle from OUT)	3	100,000	2	600,000
1.3	Recruitment and Training of Trainers (TOTs)				
1.3.1	Perdiems during ToT for 38 Participants (31 OUT regional coordinator, 5 OUT Survey Technical Team, 2 OUT Research Support Team), and piloting the data collection tools and Open Data Kit (ODK)-5 days for training and 2 days for piloting in Dodoma.	5	120,000	38	800,000
1.3.2	Perdiems for the 3 drivers (3 vehicles from OUT) in Dodoma	5	100,000	3	1,500,000



1.3.3	Full board accommodation for 1 OUT Official	1	500,000	1	500,000
1.3.4	Perdiems for 5 members of Survey Technical Team (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator) in Morogoro	5	120,000	5	3,000,000
1.3.5	Perdiem for 2 two Research support team (Accountant and ODK Expert)	5	120,000	2	1,200,000
1.4	Recruitment and training of Enumerators-DOT				
1.4.1	Perdiems during Enumerators Training at Regional Level (There shall be 4 Enumerators per district in each of the 169 districts across Tanzania - Mainland & Zanzibar) for 5 days. Therefore there shall be a total 707 plus 31 OUT Regional Coordinators	5	100,000	673	336,500,000
1.4.2	Perdiems for 5 members of the Survey Technical Team (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Report Coordinator) in 31 regions across Tanzania	5	120,000	5	3,000,000
1.5	Training of Enumerators for collecting data on Excursionists				
1.5.1	Perdiem for 15 Immigration Officers from 15 border posts	4	100,000	15	6,000,000
1.6	Field data collection-DOTS				
1.6.1	Perdiem for the 31 Regional Coordinators (those trained during TOT) at an average of 6 districts per region, spending two nights per district.	6	120,000	31	22,320,000
1.6.2	Transport allowance for Regional Coordinators (those trained during TOT) during data collection in districts.	6	50,000	31	300,000
1.6.3	Perdiems for 10 MNRT Technical Team during field data collection.	10	120,000	10	

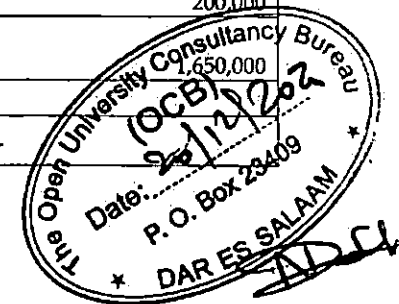


1.6.4	Perdiems for 5 members of the Survey Technical Team (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator) during data collection in 169 districts	21	120,000	5	12,600,000
1.7	Field data collection on Excursionists				
1.7.1	Half per diem for 15 Immigration Officers during data collection on Excursionists at 15 border posts	30	50,000	15	22,500,000
1.8	Data Entry, Cleaning, Processing and Analysis- DOTs				
1.8.1	Perdiems for data cleaning, processing, and analysis retreat in Morogoro for 7 participants (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator, and ODK Expert)	15	120,000	6	10,800,000
1.8.2	Perdiems for 2 drivers (2 drivers from OUT)	15	100,000	2	3,000,000
1.9	Data Entry, Cleaning, Processing and Analysis- Excursionists				
	Perdiems for 10 data entry clerks in Morogoro	15	100,000	10	15,000,000
1.1	Report Writing				
1.10.1	Perdiems for data cleaning, processing, and analysis retreat in Morogoro for 10 participants (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator, ODK Expert) during report writing.	10	120,000	6	10,800,000
1.10.2	Perdiems for 2 drivers (2 drivers from OUT)	10	100,000	2	3,000,000

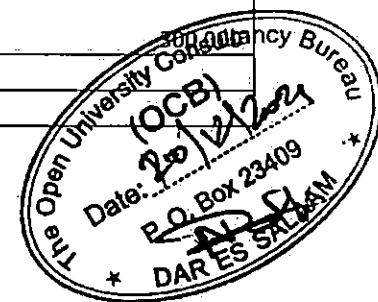


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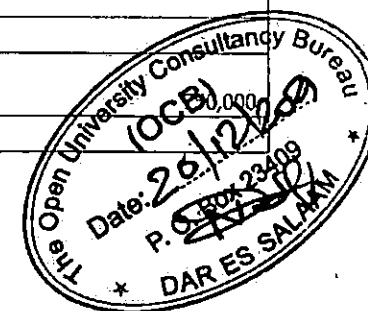
1.11	Stakeholders Report Validation Workshop				
1.11.1	Perdiems stakeholders report validation workshop in Morogoro for 6 participants during Validation Workshop.	3	120,000	6	2,160,000
1.11.2	Perdiems for 3 drivers (3 drivers from OUT)	3	100,000	3	900,000
1.11.3	Full board accommodation for 1 OUT Official	1	500,000	1	500,000
1.12	Final Report Production				
1.12.1	Perdiems for 5 members of the Survey Technical Team (TDOTs Team Leader, Assistant Team Leader, Data Processing Coordinator, Field Work Coordinator and Logistics and Reports Coordinator) for incorporating refining final report - Retreat in Morogoro	10	120,000	5	6,000,000
1.12.2	Perdiems for 2 driver. (OUT)	10	100,000	2	2,000,000
Sub Total 1					501,900,000
2	Travel expenses	Trip/Lts			
2.2	Preparation of the Inception report				
2.2.1	Fuel for the 2 Vehicle: Dar es Salaam-Morogoro-Dar es Salaam-150 L of diesel at Tsh 2,500 per Litre	150	2	2,500	750,000
2.3	Validation and Submission of the inception report				
2.3.1	Transport for 2 participants to/from Morogoro -flat rate	1	100,000	2	200,000
2.3.3	Fuel for 3 Vehicles: Dar es Salaam-Dodoma-Dar es Salaam (Km 1,100)-220 L of diesel at Tsh 2,500 per Litre	220	2,500	3	1,650,000
2.4	Recruitment and training of trainers-DOTS				



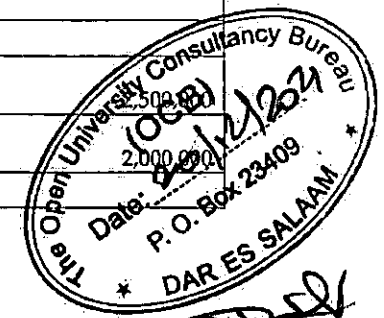
2.4.1	Fuel for 3 Vehicles: Dar es Salaam-Morogoro-Dar es Salaam and Dodoma-Morogoro-Dodoma (Km 1,100)-220 Litres of diesel at Tsh 2,500 each vehicle	150	2,500	3	1,125,000
2.4.2	Transport for trainees during piloting (2 Coaster vehicles) within Morogoro Municipality	1	300,000	2	600,000
2.4.3	Transport allowance for TOT participants (flat rate Sh. 100,000)	1	150,000	33	4,950,000
2.4.4	Transport allowance for TOT participants from Zanzibar (flat rate Sh. 300,000 each)	1	300,000	4	
2.4.5	Transport allowance for 33 participants to/from the venue during enumerators' training.	1	20,000	33	660,000
2.4.6	Transport allowance for 2 ODK Training Facilitators	1	150,000	2	300,000
2.5 Recruitment and training of enumerators- DOTS					
2.5.1	Transport allowance for 676 Enumerators during the training.	1	50,000	642	32,100,000
2.5.2	Transport for 5 members of Survey Technical Team (STT) during fieldwork	1	3,000,000	5	15,000,000
2.5.3	Transport allowance for 676 for all participants to/from the venue during enumerators' training.	1	40,000	642	25,680,000
2.6 Recruitment and training of enumerators- Excursionists					
2.6.1	Return bus fare for 15 Immigration Officers from their duty stations (border posts) to/from Morogoro-Flat rate of sh. 120,000 each.	1	120,000	15	1,800,000
2.6.2	Transport for 15 Immigration Officers to/from training venue/hotel in Morogoro during the training.	4	15,000	14	840,000
2.6.3	Transport for 15 Immigration Officers to/from bus stand/hotel in Morogoro upo arrival and departure.	2	10,000	15	
2.7 Recruitment and training of enumerators- DOTS					



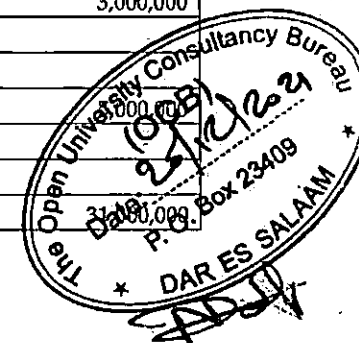
2.7.1	Transport allowance for 676 Enumerators during Field Data Collection at Household level in all 169 districts across Tanzania. Data will be collected from 2 wards per district, whereby in each ward, 2 villages shall be reached. Total 100HHs per village. Therefore, a district shall constitute 400HHs.	21	20,000	642	269,640,000
2.7.2	Transport allowance for Regional Coordinators (those trained during TOT) during data collection in districts.	6	50,000	31	9,300,000
2.7.3	Transport allowance for MNRT Teach Team during data collection in districts.	1	2,000,000	10	
2.7.4	Transport allowance for 5 members of the Survey Technical Team (STT) during data collection in districts.	1	3,000,000	5	15,000,000
2.8	Data entry, cleaning, processing and analysis-DOTS				
2.8.1	Fuel for 2 Vehicles: Dar es Salaam-Morogoro-Dar es Salaam (Km 500)-150 Litres of diesel each vehicle at Tsh 2,500 each.	150	2,500	2	750,000
2.9	Data entry, cleaning, processing and analysis- Excursionists				
2.9.1	Return fare for 10 data entry clerks from home/Morogoro	1	20,000	10	200,000
2.1	Report writing				
2.10.1	Fuel for 2 Vehicles: Dar es Salaam-Morogoro-Dar es Salaam (Km 500)-150 Litres of diesel each vehicle at Tsh 2,500 each.	150	2,500	2	750,000
2.11	Stakeholders report validation workshop				
2.11.1	Fuel for 3 Vehicles: Dar es Salaam-Morogoro-Dar es Salaam (Km 1,100)-220 Litres of diesel each vehicle at Tsh 2,400 each.	220	2,500	3	1,650,000
2.12	Final report production				
2.12.1	Fuel for 2 Vehicles: Dar es Salaam-Morogoro-Dar es Salaam (Km 500)-150 Litres of diesel each vehicle at Tsh 2,400 each.	150	2,500	2	



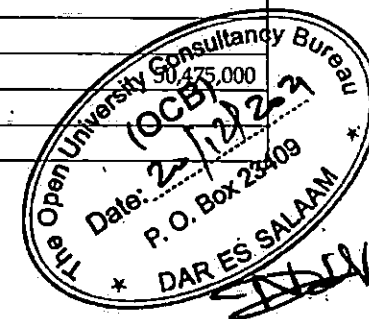
2.13	Final report submission				
2.13.1	Fuel for 2 Vehicles: Dar es Salaam-Dodoma-Dar es Salaam (Km 1,100)-220 Litres of diesel each vehicle at Tsh 2,500 each.	220	2,500	2	1,100,000
	Sub Total 2				385,095,000
3	Communication costs	Airtime			
3.1	Field data collection				
3.1.1	Communication/Internet airtime for 673 Enumerators, and 31 Regional Coordinators		20,000	673	13,460,000
3.1.2	Communication/Internet airtime for 7 members STT		100,000	7	700,000
3.2	Data cleaning, processing and analysis				
3.2.1	Communication/Internet airtime for 6 members STT		100,000	6	600,000
3.3	Report writing				
3.3.1	Communication/Internet airtime for 6 STT		100,000	6	600,000
3.4	Final report production				
3.4.1	Communication/Internet airtime for 5 members Principal Research		100,000	5	500,000
	Sub Total 3				15,860,000
4	Drafting, production of reports	NA			
4.1	Report writing				
4.1.1	Proof reading and type setting		2,500,000		
4.1.2	Printing of draft report		50,000	40	



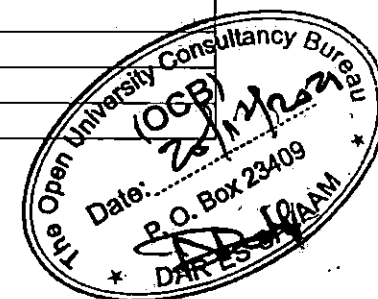
4.2	Final report production				
4.2.1	Proof reading and type setting		5,000,000		5,000,000
4.2.2	Printing of draft report		150,000	40	6,000,000
	Sub Total 4				15,500,000
5	Equipment, instruments, etc.	NA			
5.1	Recruitment and training of trainers (TOT)				
5.1.2	Cost for hiring 6 Laptops for data management team (STT)		1,000,000	6	6,000,000
5.1.3	7 External drive for storage and backup (1 for MNRT)		250,000	7	1,750,000
	Sub Total 5				7,750,000
6	Materials, supplies, etc.	NA			
6.1	Preparation of the Inception report				
6.1.1	Stationery (cartridge, papers, and pens, etc)		560,000		560,000
6.2	Validation and submission of inception report				
6.2.1	Stationery (cartridge, papers, and pens, etc)		1,000,000		1,000,000
6.3	Recruitment and Training of Trainers (TOT)				
6.3.1	Stationery (Cartridge, papers, pens, etc)				3,000,000
6.4	Recruitment and training of enumerators				
6.4.1	Stationery (Cartridge, Papers, pens, etc)				
6.5	Field data collection				
6.5.1	Stationery (Cartridge, documents carry bags, papers, and pens, etc)			31	



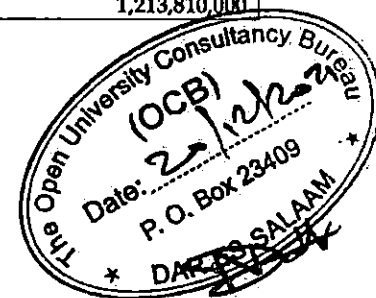
			1,000,000		
6.6	<i>Data cleaning, processing and analysis</i>				
6.6.1	Stationery (cartridge, papers, and pens, etc)		1,000,000		1,000,000
6.7	<i>Stakeholders report validation workshop</i>				
6.7.1	Stationery (cartridge, papers, and pens, etc)		500,000		500,000
6.8	<i>Final report production</i>				
6.8.1	Stationery (cartridge, papers, and pens, etc)			500,000	500,000
	Sub Total 6				42,560,000
7	<i>Meals and refreshments</i>				
7.1	<i>Preparation of the Inception report</i>				
7.1.1	Meals and refreshments during inception report preparation for 10 people for 10 days	10	40,000	10	4,000,000
7.2	<i>Validation and submission of inception report</i>				
7.2.1	Meals and refreshments during inception validation workshop for 36 participants for one day	36	40,000	1	
7.3	<i>Recruitment and Training of Trainers (TOT)</i>				
7.3.1	Meals and refreshments for 70 participants for 7 days each sh.40,000	5	40,000	70	14,000,000
7.4	<i>Recruitment and training of enumerators</i>				
7.4.1	Meals and refreshments for 707 participants for 5 days	5	15,000	673	
7.5	<i>Recruitment and training of enumerators</i>				



7.5.1	Meals and refreshments for 30 enumerators (Immigration Officers) during training on data collection in Morogoro	2	25,000	30	1,500,000
7.6	Field data collection				
7.5.1	Lunch and refreshments for 676 Enumerators during Field Data Collection at Household level in all 169 districts across Tanzania. Data will be collected from 2 wards per district, whereby in each ward, 2 villages shall be reached. Total 200HHs per village. Therefore, a district shall constitute 400HHs.	21	10,000	642	134,820,000
7.6	Data cleaning, processing and analysis				
7.6.1	Meals and refreshments for 13 participants for 15 days, including drivers	15	40,000	20	12,000,000
7.7	Report writing				
7.7.1	Meals and refreshments for 10 participants for 3 days, including drivers	15	40,000	20	12,000,000
7.8	Stakeholders report validation workshop				
7.8.1	Meals and refreshments for 68 participants for 3 days, including drivers	3	60,000		-
7.9	Final report production				
7.9.1	Meals and refreshments for 6 participants for 10 days, including drivers	10	40,000	6	2,400,000
	Sub Total 7				231,195,000
8	Workshop and Training Venues				
8.1	Preparation of the Inception report				
8.1.1	Venue for the Inception report workshop	10	100,000	1	1,000,000
8.2	Validation and submission of inception report				
8.2.1	Venue for the Inception Validation workshop	1	300,000	1	

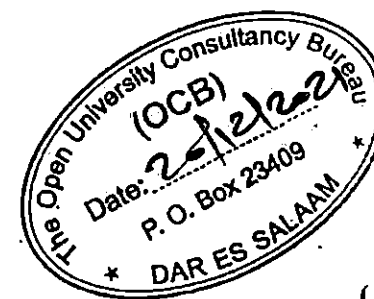


8.3	Recruitment and Training of Trainers (TOT)				
8.3.1	Venue for TOT for 7 days	5	300,000	1	1,500,000
8.4	Recruitment and training of enumerators-DOTS				
8.4.1	Venue for Enumerators' trainings for 5 days in 31 regions	5	50,000	31	7,750,000
8.5	Recruitment and training of enumerators-Excursionists				
8.5.1	Training venue for 30 Enumerators (Immigration Officers) during training on data collection.	2	100,000	1	200,000
8.6	Data cleaning, processing and analysis				
8.6.1	Venue for data cleaning, processing and analysis retreat for 15 days in Morogoro	1	100,000	15	1,500,000
8.7	Report writing				
8.7.1	Venue for final Report writing	1	100,000	10	1,000,000
8.8	Stakeholders report validation workshop				
8.8.1	Venue for Stakeholders Validation Workshop	1	300,000	10	
8.9	Final report production				
8.9.1	Venue for Final report preparation	1	100,000	10	1,000,000
	Sub Total 8				13,950,000
	Total Costs				1,213,810,000



Form 5B5 Breakdown of Taxes

Sl. No.	Description[1]	Unit	Unit Cost[2]	Quantity	Indicate Cost of each item: Unit Cost x Quantity
1	Withholding Tax	Percentage			
2	Value Added Tax (VAT)		15%	1,428,210,000	257,077,800
Total Taxes					257,077,800



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APPENDIXES

Appendix 1: DESCRIPTION OF THE SERVICES

1. Background

- 1.7 The Ministry of Natural Resources and Tourism has received fund supported by IMF towards the implementation of Projects for Community Development for National Prosperity in combating COVID-19, and it intends to apply part of the received funds to conduct survey that will enable the Ministry to ascertain the Contribution of Tourism sector at domestic level to the National Economy.
- 1.8 The Government of Tanzania has identified tourism as “a driver of national economy and one of the major foreign exchange earners” and therefore established **tourism** as a high priority sector. However, statistics to measure the impact of Tourism in the economy are insufficient and often inadequate. As a result, there is a tendency of its growth and the impact using tourism earnings and the number of visitors, employment and increase in tourism investments. That being the case, there is need to measure tourism’s contribution using a more effective and precise framework which is widely used and recommended by United Nations World Tourism Organizations (UNWTO) known as Tourism Satellite Account.
- 1.9 Despite TSA being internationally recognized system of measuring the contribution of the tourism sector to the economy, its development in Tanzania has not been seamless. Collaboration efforts have been made between Ministry of Natural Resources and Tourism (MNRT), Bank of Tanzania (BoT), National Bureau of Statistics (NBS), Immigration Department, and the Commission for Tourism in Zanzibar (CTZ) to provide the necessary information development of TSA in Tanzania whereby inbound visitors’ surveys have been conducted annually. The information of these surveys are very useful for development of competitive tourism industry.
- 1.10 The primary goal is to improve the planning and policy-making competencies as it relates to tourism. The mission is to strengthen the ability of the government to evaluate the impact of tourism on the economy through accurate and timely provision of information. This will be pursued through the development of a harmonized methodological and institutional framework that allows for collecting, organizing, reporting and utilizing the statistical data necessary for preparing the Tourism Satellite Account (TSA) in accordance with the UNWTO international recommendations of tourism statistics. Such a framework will permit the consistent determination of the direct contribution of tourism to the economy and enhance the ability of all shareholders to make well-informed decisions.
- 1.11 As it is known that the best mechanism of estimating domestic tourism expenditure by products/activities is conducting Domestic Tourism Survey, the Ministry is looking for an institution that will resolve data gaps on number of

domestic tourists, their expenditures and other related information including employment for planning and marketing of tourism products.

- 1.12 **Tourism sector statistics context:** Basically, there are two main types of tourism statistics which are collected by tourism directorate in the MNRT. These are Inbound and Domestic tourism statistics. Through International Visitors Exit Surveys which is conducted every year, inbound tourism expenditure is captured. In the case of domestic tourism statistics, are obtained only from protected areas under the Ministry managed by Tanzania National Parks (TANAPA), Ngorongoro Conservation Authority Area (NCAA), Tanzania Wildlife Authority (TAWA), Tanzania Forest Services (TFS) and National Museum of Tanzania (NMT). However, this methodology does not portray the real picture of the growth and development of whole domestic tourism in the country since it leaves other areas which attract domestic visitors. It is well known that the majority of Tanzanians travel from one place to another staying at least one night and less than a year from usual environment and spend money on goods and services. International wise, those are recognized as "domestic tourists".

2. The Objective of the survey

The objective of this consultancy service is to gather data and relevant information at household level through conducting Domestic Tourism Survey in all regions in United Republic of Tanzania (URT) and measure the contribution of tourism sector to the national economy.

3. Specific Objectives

- vi) Develop baseline data to measure the volume of domestic and outbound Tourism;
- vii) Study the profile of domestic and outbound visitors;
- viii) Estimate the total number and expenditure of domestic and outbound trips;
- ix) Estimate the total number and expenditure of excursionists (those from outside and residents) in Tanzania; and
- x) Generate TSA tables which are crucial in determining the contribution of Tourism to the Country's economy, especially on Gross Domestic Product (GDP).

4. Scope of assignment

The consultant will ensure that TSA data gaps required to estimates the contribution of tourism sector to GDP fully covered and filled, employment and the methodology for estimating the domestic tourism expenditure is well understood and documented. Specifically, the Consultant will be expected to do the following activities:

- xvii. Prepare a brief inception report detailing the approach and a proposed work plan which outlines the timelines and resources requirement and submit the same to the MNRT for consideration within one week;
- xviii. Organise regular meeting to oversee the progress of the project;
- xix. Produce progress report every two weeks and submit to a MNRT Coordinating Team which will be managed by the directorate of Policy and Planning (DPP) in MNRT for the purpose of informing the leaders of the Ministry;
- xx. Liaise with the National Bureau of Statistics in conducting domestic tourism survey 2021;
- xxi. Develop and Design the Survey tools on **Domestic and Outbound Tourism Survey (DOTS-2021)**;
- xxii. Conduct training of enumerators as per the 2021 domestic tourism survey requirements;
- xxiii. Conduct pilot test of the 2021 Domestic Tourism Survey and use the data set in testing the tabulation plan;
- xxiv. Conduct field work for data collection at household level in all regions of the United Republic of Tanzania as per the agreed sample size;
- xxv. Liaise with the technical committee of the Tanzania Tourism Sector Survey in organizing and estimating inbound visitors' expenditure data by products;
- xxvi. Liaise with the technical committee of the Tanzania Tourism Sector Survey in conducting of excursionists in order to estimate expenditure of same-day visitors by products;
- xxvii. Conduct a survey and make analysis of tourism sector employment contribution;
- xxviii. Use the survey data to determine the **contribution of tourism sector to the economy** using TSA as recommended by the United Nations World Tourism Organization (UNWTO);
- xxix. Prepare stakeholders meeting to discuss the findings of the studies;
- xxx. Finalize the report based on the comments and recommendations agreed upon at the consultations in the meetings held;
- xxxi. Produce final reports of employment and measuring the contribution of tourism sector using TSA as recommended by UNWTO International Recommendations of Tourism Statistics, 2008 within four months soon after signing the contract; and
- xxxii. Liaise with the Directorate of Research and Training of the Ministry in

conducting all activities;

5. Characteristics of the Consultancy

5.1 The consultant should be a government institution having a good understanding of the administration of National Statistics in Tanzania and proven association with the design and implementation of the System of National Accounts and in particular as well as TSA System.

5.2. Starting date and duration: The survey implementation period is four (04) months from the date of signing the contract.

Appendix 2: REPORTING REQUIREMENTS

The Consultant shall prepare and submit the following documents and reports in acceptable format:-

i. Inception report

Consultant shall prepare and submit to the client inception report days from contract effectiveness date. The report shall include all necessary information like revised work plan and methodology.

ii. Draft Report

This report shall be submitted within two (2) month from date of inception report approval. The report submission shall be in three (3) copies.

iii. Final report

The Report shall be submitted one (1) month after approval of draft report.

Appendix 3: PERSONNEL AND SUB CONSULTANTS

S/No	Name of Personnel	Position
1.	Prof. Deus Ngaruko	Team Leader
2.	Dr. Ladislaus Batinoluho	Assistant Team Leader
3.	Dr.Mato Magobe	Data Processing Coordinator
4.	Dr. Harrieth Mtae	Fieldwork Coordinator
5.	Dr. Halima Kilungu	Logistic and Reports Coordinator
6.	Dr. Eng. Rayton Ambele	ODK Specialist
7.	Mr. Henric Komba	Accountant

Appendix 4: RESPONSIBILITIES OF THE CLIENT

- i. To provide Counterpart Personnel;
- ii. To provide Professional Personnel from Government Institution Tanzania Mainland and Zanzibar;
- iii. The Client will arrange and introduce the Consultant to the Authorities and other relevant Stakeholders during the exercise; and
- iv. The Client shall make available all ODK Tables necessary for data collection and such equipment shall be returned upon completion of the exercise.

Appendix 5: COSTS ESTIMATE

The total and breakdown for this contract is as follows:-

Cost Component	Costs - TZS
Staff Remuneration	214,400,000.00
Reimbursable Expenses	1,213,810,000.00
Sub-Total	1,428,210,000.00
Local Taxes	257,077,800.00
GRAND TOTAL	1,685,287,800.00

Appendix 8: Performance Bank Guarantee (Unconditional)



National Bank of Commerce Limited

Legal and Company Secretary Department

NBC House, Azikiwe Street/Sokoine Drive

P. O. Box 1863, Dar es Salaam, Tanzania

Tel: +255 (0) 22 211 1970

Swift address: NLCBTZTX

e-mail: NBCLegalBranchAdvisory@nbc.co.tz

NBCLegalLitigations@nbc.co.tz

www.nbc.co.tz

MINISTRY OF NATURAL RESOURCES AND TOURISM,
MITUMBA GOVERNMENT CITY,
P.O. BOX 1351,
DODOMA,
TANZANIA.

PERFORMANCE GUARANTEE	002GTLC213650001	DATED	31 DEC 2021
AMOUNT OF GUARANTEE	TZS 168,528,780.00		
APPLICANT	THE OPEN UNIVERSITY OF TANZANIA.		
VALID FROM	01 JAN 2022	VALID TO	30 APR 2022

We, National Bank of Commerce Limited, have been informed that THE OPEN UNIVERSITY OF TANZANIA, P.O. Box 23409, Dar es Salaam, Tanzania through OPEN UNIVERSITY CONSULTANCY BUREAU (OCB), P.O. BOX 23409, DAR ES SALAAM (hereinafter called "the Contractor") has been awarded a Contract Number ME.018/2021-2022/HQ/TCRP/C/01 for the CONSULTANCY SERVICES (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we, National Bank of Commerce Limited of P.O. Box 1863, Dar es Salaam, Tanzania whose registered office is located at NBC House, Azikiwe Street/Sokoine Drive, Dar es Salaam, Tanzania hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of TZS 168,528,780.00 (Tanzanians shillings One Hundred Sixty Eighty Million Five Hundred Twenty Eight Thousand Seven Hundred Eighty Only), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight (28) days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the 30th April 2022 whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

National Bank of Commerce Limited Reg. No. 32700

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DIRECTORS: Dr. E. Doriye* (Board Chairman), Mr. G. D. Malekano* (Non-Executive), Dr. K. Hussein* (Non-Executive), Mr. F. R. H. Mlaki* (Non-Executive), W. Barnabas* (Executive Director), D. J. Brits** (Non-Executive), D.D. Whiteway*** (Non-Executive), A. De La Rue **** (Non-Executive), T. Sabi* (Managing Director).

(* TANZANIAN ** SOUTH AFRICAN ***TRINIDAD & TOBAGO **** BRITISH)




This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication Number 758 and shall be construed in accordance with the laws of the United Republic of Tanzania.

SEALED with the Common Seal of the Said
NATIONAL BANK OF COMMERCE LIMITED

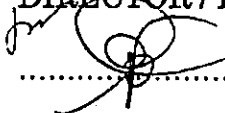
in the presence of us
this 31st day of December, 2021



Signature: 

Postal Address: P.O. Box 1863,
DAR ES SALAAM.

Qualification: DIRECTOR / DIRECTOR OF CREDIT

Signature: 

Postal Address: P.O. Box 1863,
DAR ES SALAAM.

Qualification: HEAD OF LEGAL AND COMPANY SECRETARY

PERFORMANCE GUARANTEE NO. 002GTLC213650001