

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



**CONTRACT AGREEMENT FOR SUPPLY OF CONSULTANCY SERVICES TO
DESIGN AND DEVELOP TELEMEDICINE SOFTWARE, INSTALLATION OF
EQUIPMENT FOR ZONAL REFERRAL HOSPITALS AND REGIONAL REFERRAL
HOSPITALS**

Between

**PERMANENT SECRETARY,
MINISTRY OF HEALTH,
P.O. BOX 743,
40478 DODOMA**

and

**M/s DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY
LIMITED
P.O. BOX 2958,
DAR ES SALAAM.**

CONTRACT NO ME/007/2021-2022/HQ/C/14

MARCH, 2022

FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the ^{31st} day of the month of ^{March}, 2022 between, on the one hand, **Permanent Secretary, Ministry of Health, of P.o Box 743 DODOMA** (hereinafter called the "Client") and, on the other hand, **DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LIMITED P.O Box 2958 DAR ES SALAAM.** (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract **TENDER NO. ME/007/2021-2022/HQ/C/75 PROVISION OF CONSULTANCY SERVICES TO DESIGN AND DEVELOP TELEMEDICINE SOFTWARE, INSTALLATION OF EQUIPMENT FOR ZONAL REFERRAL HOSPITALS AND REGIONAL REFERRAL HOSPITALS** (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a **Contract Price of Tanzania Shillings Seven Hundred Two Million Two Hundred Ninety-Two Thousand Five Hundred Zero Cents (702,292,500.00) Inclusive of Local Taxes for the period of Three Months after contract sign**

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
 - (a) The form of contract;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC);
 - (d) Terms of reference;
 - (e) Duly registered power of attorney;
 - (f) Negotiation minutes dully signed
 - (g) Consultant's Proposal;
 - (h) Any other documents listed in the SCC as forming part of the contract
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

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

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

For and on behalf of the Ministry of Health,

.....
Amakuba

In the presence of

Signature of Authorized representative

Name.....

Occupation.....

Signature.....

Name..... *MUKABATUNZI DERECK*

Occupation..... *LEGAL OFFICER*

For and on behalf of DAR ES SALAAM OF INSTITUTE OF TECHNOLOGY COMPANY LIMITED

.....
Medma

In the presence of

Signature of Authorized representative

Name..... *DAUDI N. MEDMA*

Occupation..... *PROJECT MANAGER*

Signature.....

Name..... *NELSON NDELWA*

Occupation..... *LEGAL OFFICER*



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SPECIAL CONDITIONS OF CONTRACT

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Section 2: Special Conditions of Contract		
SCC Clause	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.1 (a) 1.1 (d) 1.1 (k)	The Client is Ministry of Health The Consultant is DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LIMITED The Intended Completion Date is 30 th June, 2022
2	2.6	The assignment is to be completed in the following phases: i. Inception Phase ii. Implementation Phase iii. Support and Maintenance Phase
3	6.1	Non eligible countries are: N/A
	6.2	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in N/A
4	7.1	The governing language shall be English
5	11.1	The addresses for Communications and Notices are: Client : MOH Address : 743, DODOMA Email : ps@afya.go.tz Attention : Head of Information and Communication Technology Consultant : Consultant is DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LIMITED Address : P.O.BOX 2958 Email : daudi.mboma@dit.ac.tz Attention : Managing Director
6.	14.1	The services shall be performed at (MNH, MOI, JKCI and ORCI), three Zonal Referral Hospitals (Mbeya Zonal Referral Hospital, Bugando Hospital, Benjamin Mkapa Hospital) and Sixteen Regional Referral hospitals (Mwanza RRH-Sekou Toure,, Mtwara – Ligula RRH , Rukwa -

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		Sumbawanga RRH, Kigoma Maweni RRH, Songwe RRH, Mara- Mwalimu Nyerere RRH, Kagera- Bukoba RRH, Singida RRH, Arusha – Mount Meru RRH, Tabora - Kitete RRH, Shinyanga RRH, Iringa RRH, Geita RRH, Njombe RRH, Manyara RRH,
7	15.1	The Member in Charge. is Head of Information and Communication Technology
8	16.1	The Authorized Representatives are: For the Client: Head of Information and Communication Technology For the Consultant: Managing Director
9	21.1	Defect Liability is one year
10	28.1	The person designated by the consultant to take charge of the operations of the personnel and performance of such Services as described in Appendix 3 to the contract shall serve in that capacity, as specified in Clause 28 of the GCC.
11	36.5 (a)	The time period shall be 4 Month.
	36.5 (b)	The ceiling on Consultant's liability shall be One Million Five Hundred Thousand (1,500,000.00)
12	37.1(a)	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in United Republic of Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of N/A (b) Third Party liability insurance, with a minimum coverage of N/A (c) Professional Liability insurance, with a minimum coverage of N/A (d) Employer's Liability and Workers' Compensation insurance in respect of the 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

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		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.
13	39.1	The other actions are: "taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".
14	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"
15	43.1	Performance Security shall be 10% of Consultancy fee
16	45.1(d)	<i>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, then state so above.</i>
17	52.1	Account Name: DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LIMITED The Account Number: 20610012186 Bank Name: NMB Bank
	53.2	The rates for Personnel are set forth in Appendix 6 to the Contract.
	53.3	The Reimbursable expenses are set forth in Appendix 6 to the Contract.
18	57.1	Payment shall be made according to the following schedule i. 40% to be paid upon submission of inception report. ii. 40% to be paid after design software iii. 20% to be paid upon training and submission final report.
	57	The interest rate is: N/A
19	77.2(a)	The place of Arbitration is: DODOMA

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GENERAL CONDITIONS OF CONTRACT

Section 3: General Conditions of Contract

A. General

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[Signature]

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1. Definitions

1.1

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

- (a) The "**Client**" is the party named in the SCC who engages the Consultant to perform the Services.
- (b) "**Completion**" means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
- (c) The "**Completion Date**" is the date of actual completion of the fulfilment of the Services.
- (d) The "**Consultant**" is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the **SCC** and the Form of Contract.
- (e) "**Contract**" means the Contract entered into between the Client and the Consultant including the Contract Documents listed in GCC 5.
- (f) "**Contract Documents**" means the documents listed in the Contract, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- (g) "**Day**" means calendar day.
- (h) "**Effective Date**" means the date on which this Contract **comes** into force and effect pursuant to GCC Clause 18.
- (i) "**GCC**" mean the General Conditions of Contract.
- (j) "**Government**" means the Government of the United Republic of Tanzania
- (k) The "**Intended Completion Date**" is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
- (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.
- (m) "**Month**" means calendar month
- (n) "**Party**" means the Client or the Consultant, as the case may be, and "**Parties**" means both of them. Third party means any party other than Client as Consultant
- (o) "**Personnel**" means professionals and support staff provided by the Consultant or by any Sub-

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		<p>Consultant and assigned to perform the Services or any part; and "Key Personnel" means the Personnel referred to in GCC 24.1.</p> <p>(p) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.</p> <p>(q) "Remuneration" means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.</p> <p>(r) "SCC" means the Special Conditions of Contract by which the GCC may be supplemented.</p> <p>(s) "Services" means the tasks or actions to be performed and the services to be provided by the Consultant pursuant to this Contract, as described in Appendices to Contract.</p> <p>(t) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(u) "Third Party" means any person or entity other than the Client and the Consultant.</p> <p>(v) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.</p>
2. Interpretation and contract documents	2.1	In interpreting this condition of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.
	2.2	Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	3.2	<p>In pursuance of this requirement, the Client shall:</p> <p>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award, and</p>

Date	Description	Debit	Credit	Balance
1890				
Jan 1	Balance forward			
Jan 15	...			
Jan 30	...			
Feb 15	...			
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Mar 15	...			
Mar 31	...			
Apr 15	...			
Apr 30	...			
May 15	...			
May 31	...			
Jun 15	...			
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		<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 proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and</p> <p>(d) "<i>coercive practice</i>" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p>

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		(e) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Contract,
	3.5	Parties agree that their personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with this contract.
4. Interpretation	4.1	<p>Non-waiver</p> <p>(a) Subject to GCC 4.1 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
	4.2	<p>Severability</p> <p>(a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
	4.3	<p>Phased completion</p> <p>(a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date shall apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>

Date	Description	Amount
1912	Jan 1	100.00
1912	Feb 1	100.00
1912	Mar 1	100.00
1912	Apr 1	100.00
1912	May 1	100.00
1912	Jun 1	100.00
1912	Jul 1	100.00
1912	Aug 1	100.00
1912	Sep 1	100.00
1912	Oct 1	100.00
1912	Nov 1	100.00
1912	Dec 1	100.00



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> <p>10The form of contract;</p> <ul style="list-style-type: none"> (i) The Special Conditions of Contract (SCC); (j) The General Conditions of Contract (GCC); (k) Terms of reference; (l) Duly registered power of attorney; (m) Negotiation minutes dully signed (if any); (n) Consultant's Proposal; (o) Any other documents listed in the SCC as forming part of the contract
6. Eligibility	6.1	The Consultant's Personnel and its Sub-Consultants and its Personnel shall have the nationality of a country, other than those specified in the SCC .
	6.2	All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC .
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client shall be written in the English language unless otherwise stated in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	<p>The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> <p>Reports to be submitted by the Consultants as part of the assignment shall be in the English language</p>

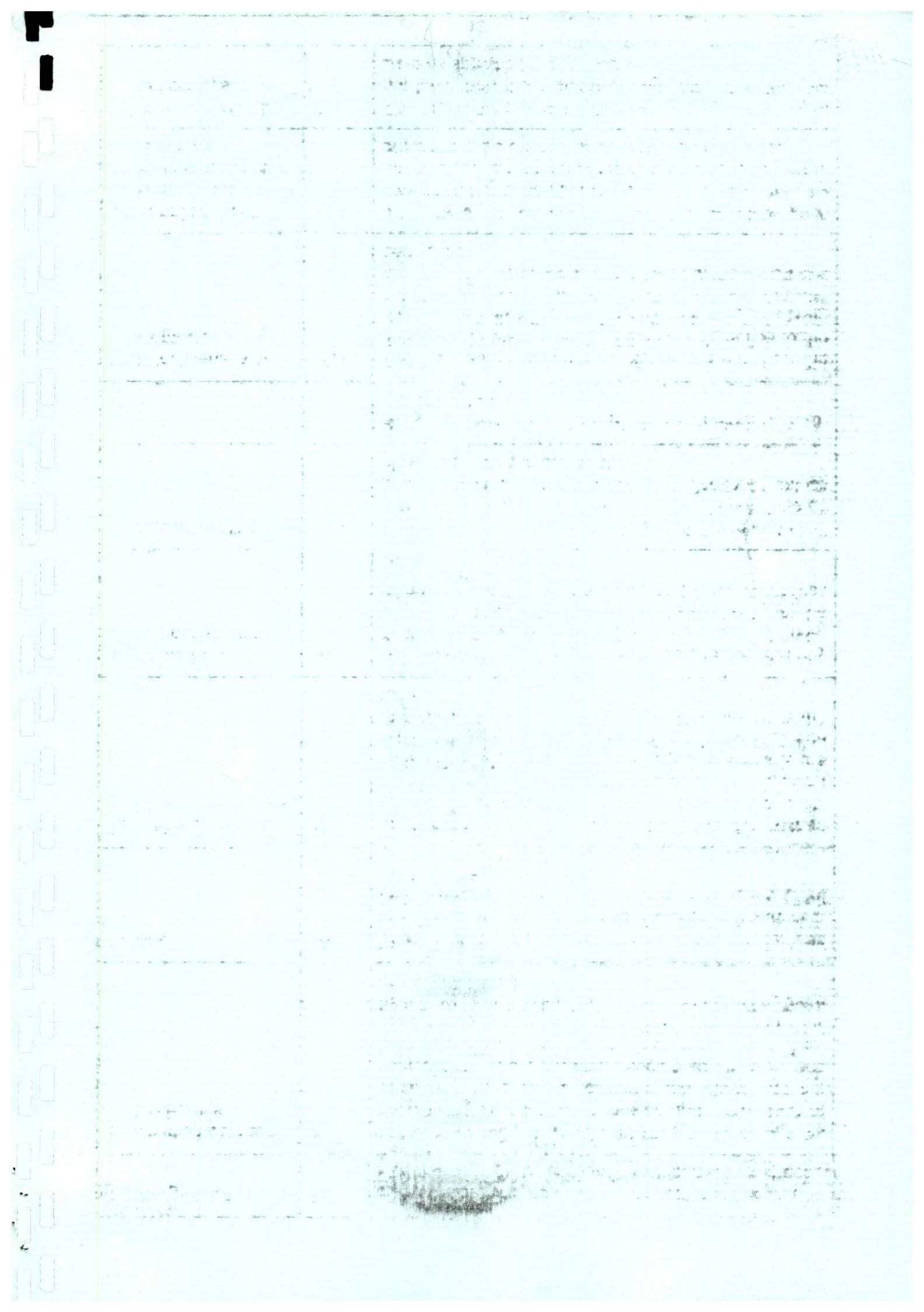
Date	Description	Amount
1900	Jan 1	100.00
1900	Feb 1	200.00
1900	Mar 1	300.00
1900	Apr 1	400.00
1900	May 1	500.00
1900	Jun 1	600.00
1900	Jul 1	700.00
1900	Aug 1	800.00
1900	Sep 1	900.00



8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or contract execution.
10. Joint Venture, Consortium or Association [JVCA]	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) under the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC .
	11.2	A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC .
	11.3	A Party may change its address by giving the other Party a notice of change of address.

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[Signature]



12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
14. Site	14.1	The Services shall be performed at such locations as specified in the SCC , where the location of a particular task is not so specified, at such locations as the client may require in writing.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the authorized Representatives specified in the SCC .
17. Taxes and Duties	17.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC .
		B. Commencement, Completion and Modification of Contract
18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination of Contract for Failure to Become Effective	19.1	If the Contract has not become effective within such time period specified in the SCC , either Party may, by not less than twenty-one (21) days written notice to the other Party, be entitled to terminate this Contract.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC .

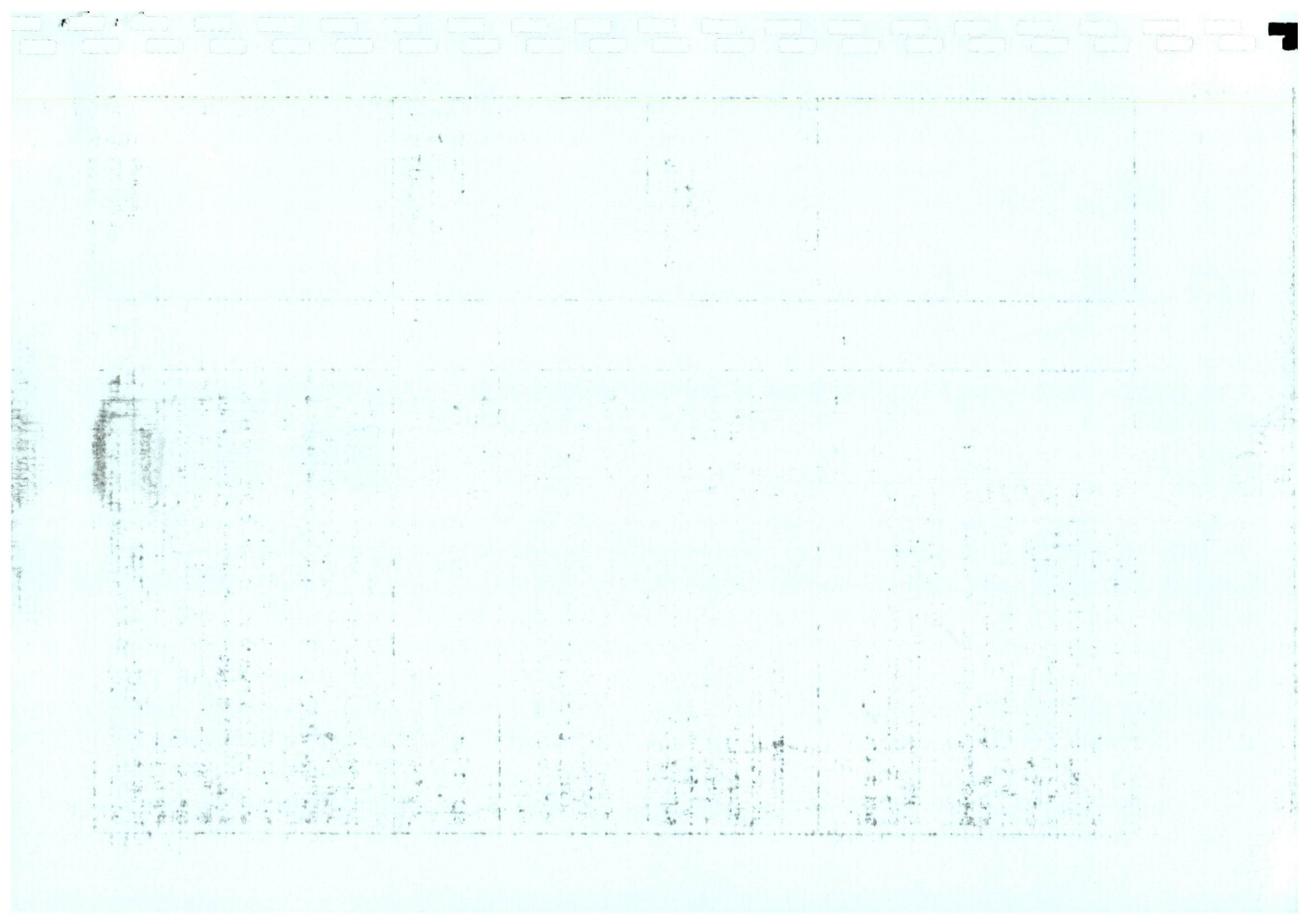
<p>1. The first part of the document discusses the importance of maintaining accurate records of all transactions.</p>	<p>2. It is essential to ensure that all entries are made in a timely and accurate manner.</p>
<p>3. The second part of the document outlines the various methods used to collect and analyze data.</p>	<p>4. These methods include both qualitative and quantitative approaches, each with its own strengths and limitations.</p>
<p>5. The third part of the document provides a detailed overview of the experimental design and procedures.</p>	<p>6. This section includes information about the participants, the materials used, and the specific tasks they performed.</p>
<p>7. The fourth part of the document presents the results of the study, including the main findings and any unexpected observations.</p>	<p>8. The results indicate that there is a significant relationship between the variables being studied, as shown in the following table:</p>
<p>9. The fifth part of the document discusses the implications of the findings and offers suggestions for future research.</p>	<p>10. It is suggested that further studies should be conducted to explore the underlying mechanisms of the observed effects.</p>
<p>11. The sixth part of the document provides a summary of the key points and conclusions of the study.</p>	<p>12. In conclusion, the study has provided valuable insights into the relationship between the variables and has identified areas for further investigation.</p>
<p>13. The seventh part of the document includes a list of references and a list of figures and tables.</p>	<p>14. The references cited in this document are as follows:</p>
<p>15. The eighth part of the document contains a list of appendices and a list of abbreviations.</p>	<p>16. The abbreviations used in this document are defined in the following table:</p>
<p>17. The ninth part of the document provides a list of acknowledgments and a list of funding sources.</p>	<p>18. The authors would like to thank the following individuals and organizations for their support and assistance:</p>
<p>19. The tenth part of the document includes a list of contact information and a list of distribution channels.</p>	<p>20. For more information, please contact the corresponding author at the following address:</p>
<p>21. The eleventh part of the document provides a list of permissions and a list of copyright notices.</p>	<p>22. All rights reserved. No part of this publication may be reproduced without the prior written permission of the publisher.</p>
<p>23. The twelfth part of the document includes a list of errata and a list of updates.</p>	<p>24. Please refer to the following page for information regarding any errors or corrections:</p>
<p>25. The thirteenth part of the document provides a list of related works and a list of further reading.</p>	<p>26. For a more comprehensive understanding of the topic, please refer to the following books and articles:</p>
<p>27. The fourteenth part of the document includes a list of glossary terms and a list of definitions.</p>	<p>28. The following table provides definitions for the key terms used in this document:</p>
<p>29. The fifteenth part of the document provides a list of footnotes and a list of endnotes.</p>	<p>29. The following footnotes provide additional information and references:</p>
<p>30. The sixteenth part of the document includes a list of appendices and a list of figures and tables.</p>	<p>30. The following figures and tables are included in the appendices:</p>
<p>31. The seventeenth part of the document provides a list of contact information and a list of distribution channels.</p>	<p>31. For more information, please contact the corresponding author at the following address:</p>
<p>32. The eighteenth part of the document includes a list of permissions and a list of copyright notices.</p>	<p>32. All rights reserved. No part of this publication may be reproduced without the prior written permission of the publisher.</p>



21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC 19 [Termination for failure to become effective] GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
22. Amendments or Variations	22.1	Any amendment or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written contract between the Parties.
		C. Consultant's Personnel and Sub-Consultants
23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3 to the contract. If any of the Key Personnel has already been approved by the Client, his/her name shall be listed in such Appendix.
	24.2	<p>If required to comply with the provisions of GCC 27 [Removal and/or Replacement of Personnel], adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 [Personnel and Sub Consultants] to the contract may be made by the Consultant by written notice to the Client, provided:</p> <ul style="list-style-type: none"> (a) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is the larger; (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 51.2 [Cost Estimate of Services: Ceiling Amount] of the Contract; and (c) any other such adjustments shall only be made with the Client's written approval.
	24.3	If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by contract in writing between the Client and the Consultant.

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25. Approval of Personnel	25.1	The Client shall approve the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 [Personnel and Sub Consultants] to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out the Services, the Consultant shall submit to the Client for review and approval of copies of their Curricula Vitae (CVs) signed by such personnel. If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave & Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 [Hours of Work for Personnel] to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 [Hours of Work for Personnel] to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
	27.2	<p>If the Client</p> <ul style="list-style-type: none"> (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications, experience, competence and skills acceptable to the Client.



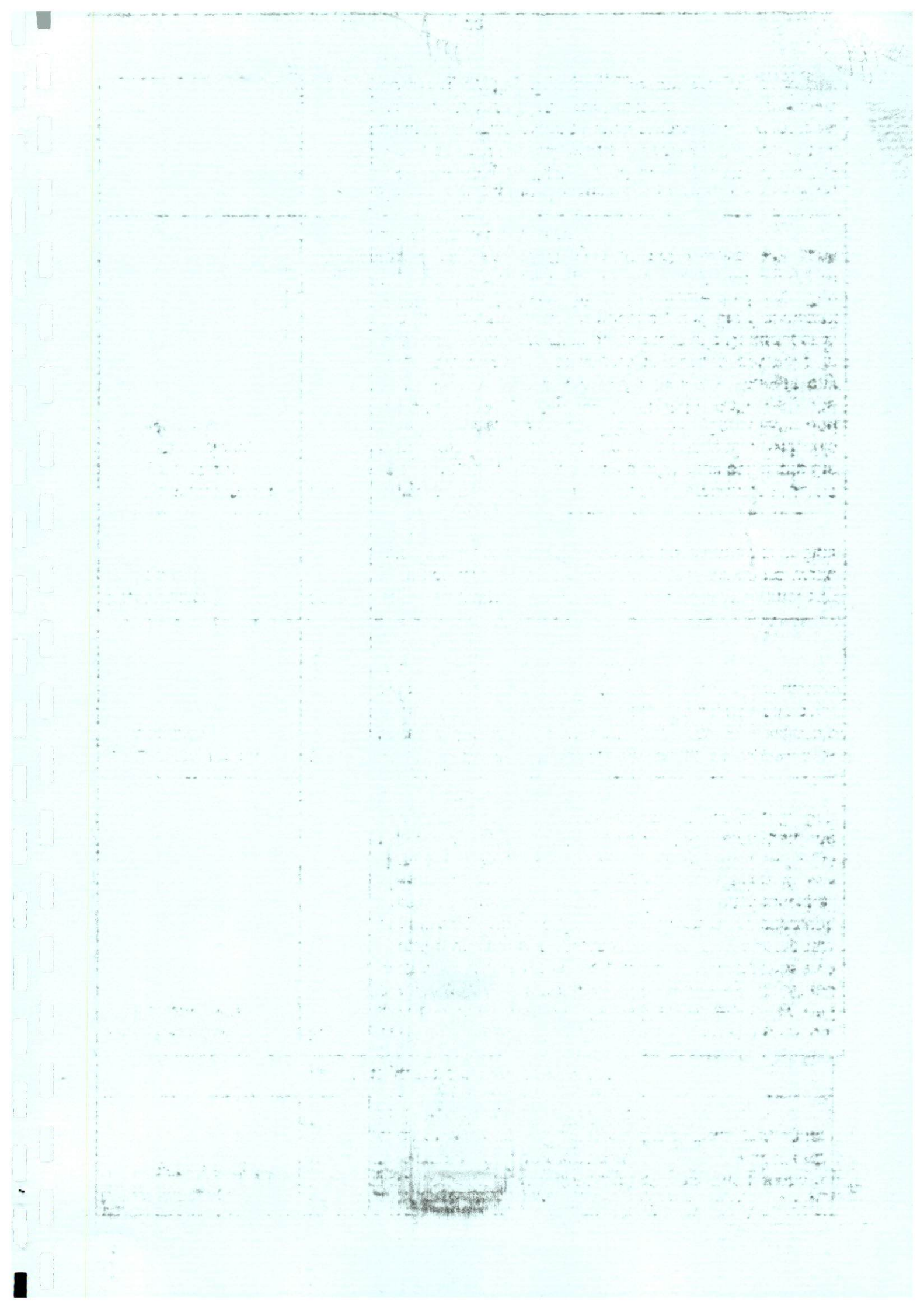

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	27.3	<p>Any of the Personnel provided as a replacement under GCC 27.1 and 27.2 [Removal and/or Replacement of Personnel], the rate of remuneration applicable to such person as well as any reimbursable expenses, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,</p> <ul style="list-style-type: none">(a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and(b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
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28. Consultant's Project Manager	28.1	As specified in SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.
D. Obligations of the Consultant		
29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services	30.1	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of Interests	31.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
32. Consultant Not to Benefit from Commissions, Discounts	32.1	The remuneration of the Consultant pursuant to GCC 51 to 58 [Payments to the Consultants] shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC 33 [Consultant and Affiliates not to Engage in Certain Activities], the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	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

[Signature]

Date	Description
1912	...
1913	...
1914	...
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1918	...
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1920	...
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1922	...
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		procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in United Republic of Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36. Liability of the Consultant	36.1	The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
	36.2	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or (b) Plagiarism or alleged plagiarism or fronting practice by the Consultant.

<p>1. Name of the person</p> <p>2. Address</p> <p>3. Date of birth</p> <p>4. Occupation</p>	<p>5. Signature</p> <p>6. Stamp</p>
<p>7. Name of the person</p> <p>8. Address</p> <p>9. Date of birth</p> <p>10. Occupation</p>	<p>11. Signature</p> <p>12. Stamp</p>
<p>13. Name of the person</p> <p>14. Address</p> <p>15. Date of birth</p> <p>16. Occupation</p>	<p>17. Signature</p> <p>18. Stamp</p>
<p>19. Name of the person</p> <p>20. Address</p> <p>21. Date of birth</p> <p>22. Occupation</p>	<p>23. Signature</p> <p>24. Stamp</p>
<p>25. Name of the person</p> <p>26. Address</p> <p>27. Date of birth</p> <p>28. Occupation</p>	<p>29. Signature</p> <p>30. Stamp</p>



	36.4	The Consultant shall ensure that all goods and (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
	36.5	<p>The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 29 [Standard of Performance] provided:</p> <ul style="list-style-type: none"> (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC; (b) that the ceiling on the Consultant's liability under GCC 29 [Standard of Performance] shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and (c) that the Consultant's liability under GCC 29 [Standard of Performance] shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
	36.6	In addition to any liability the Consultant may have under GCC 29 [Standard of Performance], the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29 [Standard of Performance].
	36.7	Notwithstanding the provisions of paragraph (a) of this GCC 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper

<p>1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice.</p>	<p>2. The second part of the document outlines the procedures for handling discrepancies. It states that any variance between the recorded amount and the actual amount must be investigated immediately.</p>
<p>3. The third part of the document describes the process for reconciling accounts. It requires that all accounts be reconciled at the end of each month to ensure that the books are balanced.</p>	<p>4. The fourth part of the document discusses the role of the auditor. It states that the auditor's primary responsibility is to verify the accuracy of the financial statements.</p>
<p>5. The fifth part of the document outlines the requirements for internal controls. It states that all internal controls must be designed to prevent and detect errors and fraud.</p>	<p>6. The sixth part of the document discusses the importance of transparency. It states that all financial transactions must be recorded in a clear and concise manner.</p>
<p>7. The seventh part of the document describes the process for handling disputes. It states that any dispute between the company and a customer must be resolved as quickly as possible.</p>	<p>8. The eighth part of the document discusses the role of the management. It states that the management is responsible for ensuring that the company's financial goals are achieved.</p>
<p>9. The ninth part of the document outlines the requirements for financial reporting. It states that all financial reports must be prepared in accordance with the relevant accounting standards.</p>	<p>10. The tenth part of the document discusses the importance of ethical behavior. It states that all employees must adhere to the company's code of ethics.</p>
<p>11. The eleventh part of the document describes the process for handling changes. It states that any change to the company's financial policies must be approved by the board of directors.</p>	<p>12. The twelfth part of the document discusses the role of the shareholders. It states that the shareholders are entitled to receive accurate and timely financial information.</p>

		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 , 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, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.</p>
	38.2	The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

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<p>39. Consultant's Actions Requiring Client's Prior Approval</p>	<p>39.1</p>	<p>The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) Any change or addition to the Personnel listed in Appendix 3 [Personnel and Sub Consultants] to the Contract; (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and (c) Any other action that may be specified in the SCC.
	<p>39.2</p>	<p>Notwithstanding any approval under GCC 39.1 (b) above, the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.</p>

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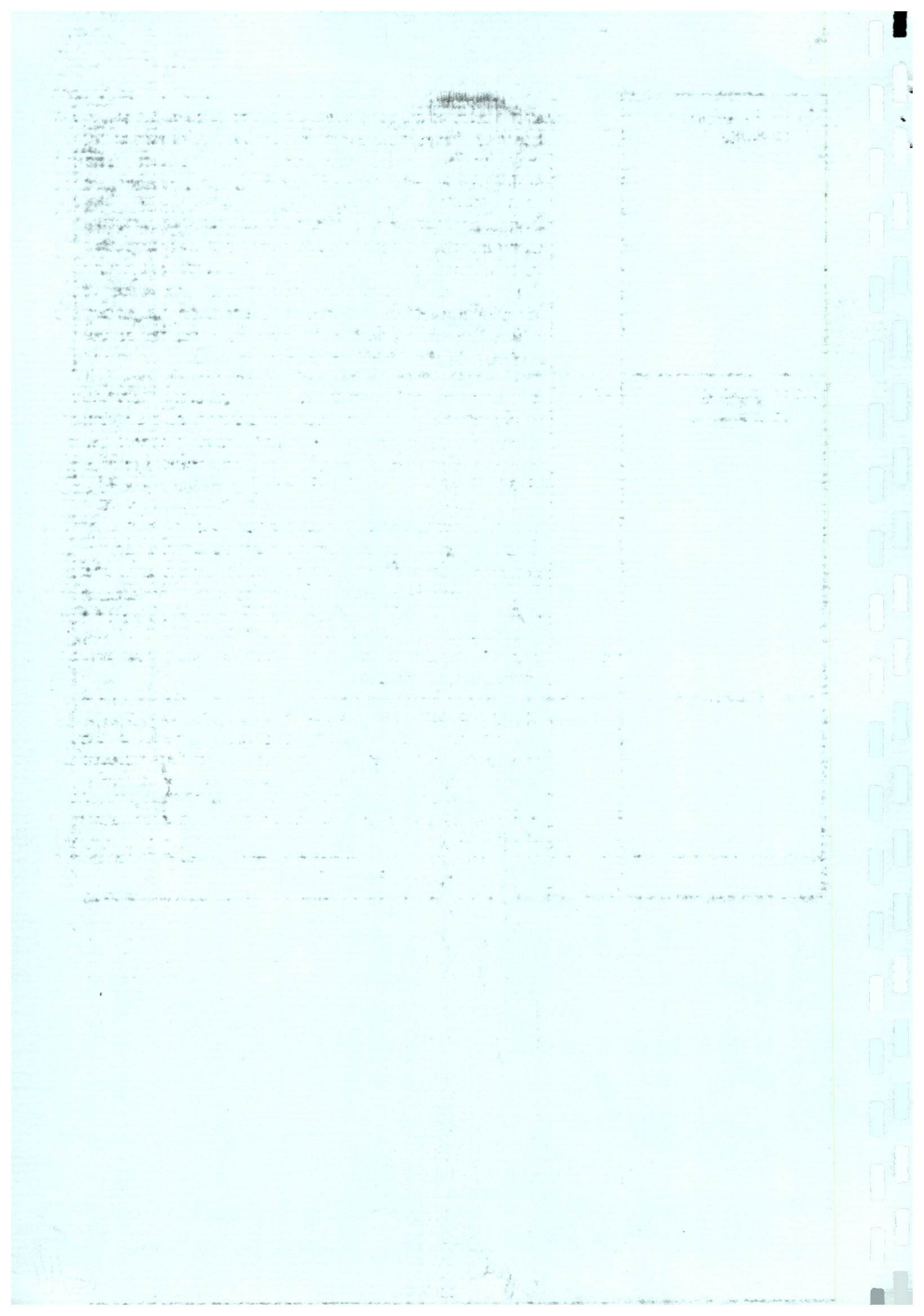
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Date	Description	Amount
1912	Jan 1	100.00
1912	Jan 15	50.00
1912	Feb 1	20.00
1912	Feb 15	30.00
1912	Mar 1	40.00
1912	Mar 15	10.00
1912	Apr 1	25.00
1912	Apr 15	15.00
1912	May 1	35.00
1912	May 15	20.00
1912	Jun 1	45.00
1912	Jun 15	30.00
1912	Jul 1	55.00
1912	Jul 15	40.00
1912	Aug 1	60.00
1912	Aug 15	50.00
1912	Sep 1	70.00
1912	Sep 15	60.00
1912	Oct 1	80.00
1912	Oct 15	70.00
1912	Nov 1	90.00
1912	Nov 15	80.00
1912	Dec 1	100.00
1912	Dec 15	90.00
1913	Jan 1	110.00
1913	Jan 15	100.00
1913	Feb 1	120.00
1913	Feb 15	110.00
1913	Mar 1	130.00
1913	Mar 15	120.00
1913	Apr 1	140.00
1913	Apr 15	130.00
1913	May 1	150.00
1913	May 15	140.00
1913	Jun 1	160.00
1913	Jun 15	150.00
1913	Jul 1	170.00
1913	Jul 15	160.00
1913	Aug 1	180.00
1913	Aug 15	170.00
1913	Sep 1	190.00
1913	Sep 15	180.00
1913	Oct 1	200.00
1913	Oct 15	190.00
1913	Nov 1	210.00
1913	Nov 15	200.00
1913	Dec 1	220.00
1913	Dec 15	210.00
1914	Jan 1	230.00
1914	Jan 15	220.00
1914	Feb 1	240.00
1914	Feb 15	230.00
1914	Mar 1	250.00
1914	Mar 15	240.00
1914	Apr 1	260.00
1914	Apr 15	250.00
1914	May 1	270.00
1914	May 15	260.00
1914	Jun 1	280.00
1914	Jun 15	270.00
1914	Jul 1	290.00
1914	Jul 15	280.00
1914	Aug 1	300.00
1914	Aug 15	290.00
1914	Sep 1	310.00
1914	Sep 15	300.00
1914	Oct 1	320.00
1914	Oct 15	310.00
1914	Nov 1	330.00
1914	Nov 15	320.00
1914	Dec 1	340.00
1914	Dec 15	330.00
1915	Jan 1	350.00
1915	Jan 15	340.00
1915	Feb 1	360.00
1915	Feb 15	350.00
1915	Mar 1	370.00
1915	Mar 15	360.00
1915	Apr 1	380.00
1915	Apr 15	370.00
1915	May 1	390.00
1915	May 15	380.00
1915	Jun 1	400.00
1915	Jun 15	390.00
1915	Jul 1	410.00
1915	Jul 15	400.00
1915	Aug 1	420.00
1915	Aug 15	410.00
1915	Sep 1	430.00
1915	Sep 15	420.00
1915	Oct 1	440.00
1915	Oct 15	430.00
1915	Nov 1	450.00
1915	Nov 15	440.00
1915	Dec 1	460.00
1915	Dec 15	450.00

40. Reporting Obligations	40.1	The Consultant shall submit to the Client the reports and documents specified in Appendix 2 [Reporting Requirements] to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in electronic forms acceptable to the client in addition to the hard copies specified in the said Appendix.
41. Proprietary Rights on Documents Prepared by the Consultant	41.1	All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client. If license contracts are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such contracts, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC .
42. Proprietary Rights on Equipment and Materials Furnished by the Client.	42.1	Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms which provide record of the content of that communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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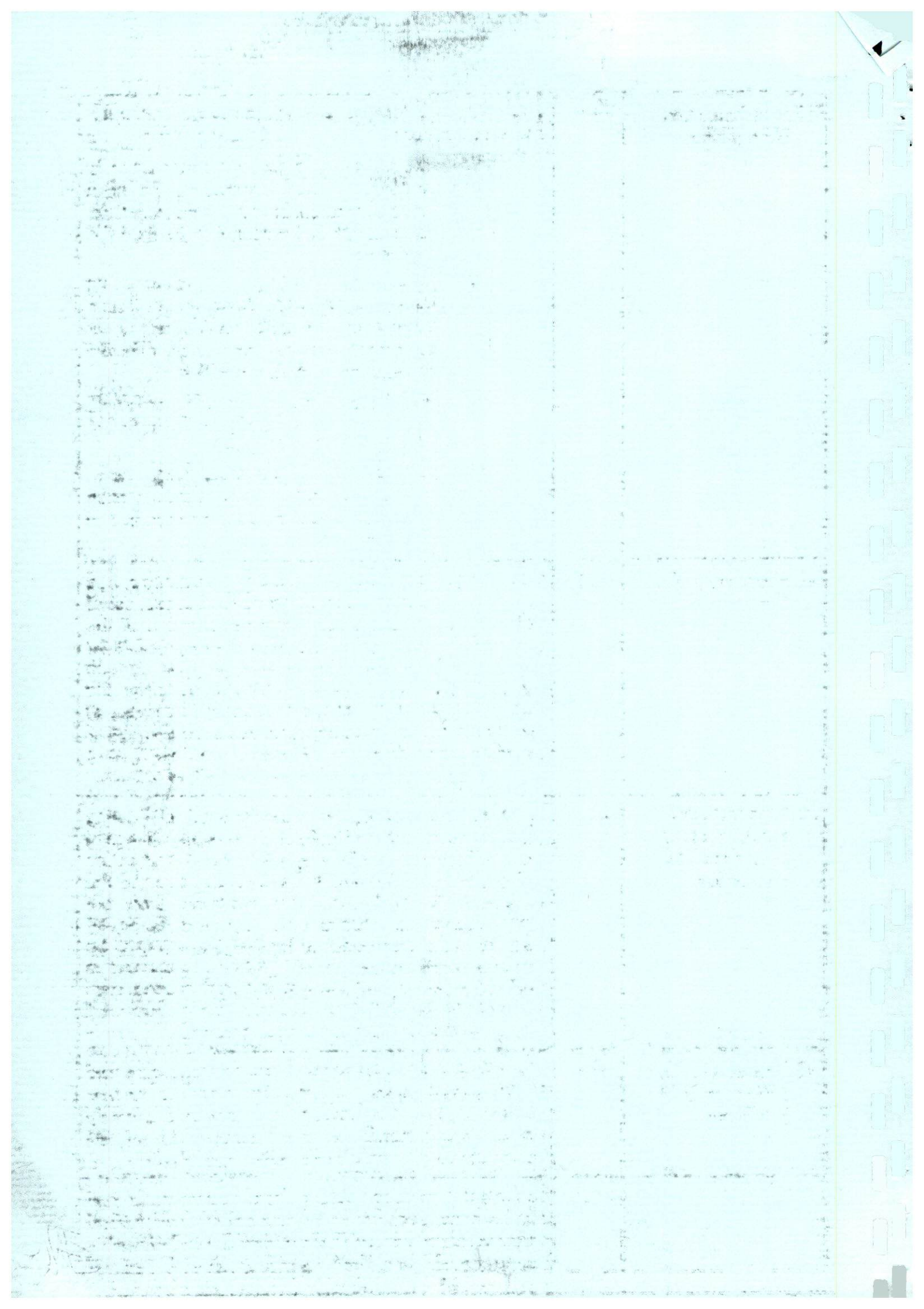
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43. Performance Security	43.1	The Consultant shall provide at his cost a Performance Security to guarantee the faithful performance of consultant's obligations under this Contract. The performance security shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract. The Performance Security shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance. Performance Security shall be in the amount and currency specified in the SCC.
44. Liquidated Damages	44.1	If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance Guarantee, the Client may terminate the Contract, without prejudice to other courses of action and remedies open to it.
	44.2	The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.
E. Obligations of the Client		

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45. Assistance and Exemptions	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services; (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.
46. Access to project site	46.1	<p>The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.</p>
47. Change in the Applicable Law Related to Taxes and Duties	47.1	<p>If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by contract between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 51.2 [Cost Estimate of Services: Ceiling Amount].</p>
48. Services, Facilities and Property of the Client	48.1	<p>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.</p>
	48.2	<p>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</p>

Date	Description	Amount
1912	Jan 1	100.00
1912	Jan 15	50.00
1912	Feb 1	75.00
1912	Feb 15	25.00
1912	Mar 1	150.00
1912	Mar 15	100.00
1912	Apr 1	200.00
1912	Apr 15	125.00
1912	May 1	300.00
1912	May 15	175.00
1912	Jun 1	400.00
1912	Jun 15	225.00
1912	Jul 1	500.00
1912	Jul 15	275.00
1912	Aug 1	600.00
1912	Aug 15	325.00



		appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 51.3 hereinafter.
49. Payment	49.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC 51 to 58 [Payments to the Consultants] of this Contract.
50. Counterpart Personnel	50.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
	50.2	If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on <ul style="list-style-type: none"> (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3 [Cost Estimate of Services: Ceiling Amount].
	50.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
F. Payments to the Consultants		
51. Cost Estimate of Services: Ceiling Amount	51.1	An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
	51.2	Except as may be otherwise agreed under GCC 22 [Modifications or Variations] and subject to GCC 51.3, payments under this Contract shall not exceed the ceiling specified in the SCC.

	51.3	Notwithstanding GCC 51.2, if pursuant to any of the 48 [Services, Facilities and Property of the Client], GCC 52 [Payments: General], or GCC 50 [Counterpart Personnel], the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 51.1 above, the ceiling set forth in GCC 51.2 above shall be increased by the amount of any such additional payments.
52. Payments: General	52.1	All payments under this Contract shall be made to the account of the Consultant specified in the SCC.
	52.2	Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the contract, may be charged to the contingency provided for only if the Client approved such expenditures prior to being incurred.
	52.3	With the exception of the final payment under GCC 58 [Final Payment], payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
53. Remuneration and Reimbursable Expenses	53.1	Subject to the ceiling specified in GCC 51.2, the Client shall pay to the Consultant <ul style="list-style-type: none"> (a) Remuneration as set forth in GCC 53.2; and (b) Reimbursable Expenses as set forth in GCC 53.3. <p>Unless otherwise specified in the SCC, the said remuneration shall be fixed for the duration of the Contract.</p>
	53.2	Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with GCC 20 and SCC (or such other date as the Parties shall agree in writing), at the rates referred to in the SCC and subject to price adjustment, if any, specified in the SCC.
	53.3	Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
	53.4	The remuneration rates referred to under Clause 53.1(a) above shall cover: <ul style="list-style-type: none"> (c) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as (d) factors for social charges and overhead (bonuses or other means of profit-sharing

		shall not be allowed as an element of overhead), and (e) the Consultant's fee.
	53.5	Remuneration for periods of less than one (1) month shall be calculated on a calendar-day basis for time spent on the assignment (one (1) day being equivalent to 1/30 th of a month).
54. Modes of Payment	54.1	Payments in respect of the Services shall be made as specified in GCC Clauses 55 to 57.
55. Currency of Payment	55.1	The currency of payments shall be Tanzania Shillings.
	55.2	Notwithstanding provision of GCC 55.1, if the Contract provides for payment of the Contract Price in more than one currency, the amount payable in each of the applicable currencies shall be specified in the SCC .
56. Advance Payment	56.1	If so specified in the SCC and upon request by the consultant, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall: 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 equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.
57. Interim Payments	57.1	As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC 53 to 57 for such month, or any other period indicated in the SCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
	57.2	The Client shall pay the Consultant's statements within thirty (30) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
	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	<p>The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:</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 performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances or conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

62. Extension of the Intended Completion Date	62.1	In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
63. Progress Meetings	63.1	The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
	63.2	The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action. The Minutes and records under this sub-clause shall be signed by the Parties.
H. Good Faith and Fairness in Operation		
64. Good Faith	64.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
65. Fairness in Operation	65.1	The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC -77.2 [Settlement of Disputes: Arbitration].
I. Termination and Settlement of Disputes		
66. Termination for Default	66.1	The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
	66.2	Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in the SCC .

66.3	<p>Fundamental breaches of the contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of their obligations , as specified in a notice of suspension pursuant to GCC 59 [Suspension of payments] hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication; (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false; (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract; (d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 77.2 [Settlement of Disputes]; (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 77.2 [Settlement of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.
66.4	<p>The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.</p>

67. Termination for Insolvency	67.1	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Client becomes bankrupt or otherwise insolvent; (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
68. Termination for Convenience	68.1	<p>The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>
69. Termination because of Force Majeure	69.1	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
70. Force Majeure	70.1	<p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, 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>
	70.2	<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 .</p>
	70.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required.
71.No Breach of Contract	71.1	The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
72.Measures to be taken on Force Majeure	72.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	72.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	72.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	72.4	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(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</p> <p>(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.</p>

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73. Cessation of Rights and Obligations	73.1	<p>Upon termination of the Contract pursuant to GCC 19 [Termination of Contract for Failure to Become Effective], GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], or upon expiration of this Contract pursuant to GCC 21 [Expiration of Contract], all rights and obligations of the Parties shall cease, except</p> <ul style="list-style-type: none"> (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality set forth in GCC 35 [Confidentiality] ; (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38 [Accounting, Inspection and Auditing]; and (d) any right which a Party may have under the Applicable Law.
74. Cessation of Services	74.1	<p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC 41 [Proprietary Rights on Documents Prepared by the Consultant] or GCC 42 [Proprietary Rights on Equipment and Materials Furnished by the Client].</p>



75. Payment upon Termination	75.1	<p>Upon termination of the Contract pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 69 [Termination because of Force Majeure], the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration pursuant to GCC 53.2 [Remuneration and Reimbursable Expenses] for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 [Remuneration and Reimbursable Expenses] for expenditures actually incurred prior to the effective date of termination; and</p> <p>(b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p> <p>Payment to the Consultant under GCC 75.1 shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination.</p>
76. Disputes about Events of Termination	76.1	<p>If either Party disputes whether an event specified in GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 69 [Termination because of Force Majeure] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 77 [Settlement of Disputes], and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
	76.2	<p>In the case of discontract between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 77 [Settlement of Disputes].</p>
77. Settlement of Disputes	77.1	<p><u>Amicable Settlement</u></p> <p>(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
	77.2	<p><u>Arbitration</u></p> <p>(a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by</p>

		either Party for arbitration in accordance with the provisions and the place specified in the SCC.
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TERMS OF REFERENCE

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The Appendices.

Appendix 1: Terms of Reference

1. BACKGROUND

The Government of Tanzania has received a loan from the International Monetary Fund (IMF) for the campaign of Development of the nation and fight against COVID-19. Part of the funds shall be used in the health sector to strengthen Health systems and to support the fight against COVID-19 by conducting research to release virus characteristics. One of the areas which will be covered is Telemedicine which will provide access to specialized services to the citizen through Teleradiology, TeleOncology and Telecardiology services which will eventually cut down the number of referral cases to higher facilities.

With this IMF loan the Ministry of Health Community Development Gender Elderly and Children has set aside some funding towards implementation of telemedicine services in the country. The service aims towards increasing access to specialized services in underserved areas by leveraging existing specialists available at consultant hospitals in big cities. The implementation of telemedicine service should take into account the existing initiatives already underway in the area of telemedicine in the country including the tele-radiology services already established at Muhimbili Orthopaedic Institute and Morogoro Regional Referral Hospital and the previous funded World Bank funded RCIP project.

2. OBJECTIVE OF CONSULTANCY

The primary objective of this consultancy is to design and implement the telemedicine service in the country to cater for tele-radiology, tele-oncology and tele-cardiology specialties. The designed solution should be scalable to be able to include other specialties and more health facilities in future. The consultant is expected to support hospitals in the development, Testing, Training, support and commissioning of Teleoncology and Telecardiology software as well as establishing Teleradiology and designing LAN.

3. SCOPE OF WORK

The scope of the consultancy services will cover design of telemedicine service solutions both in store and forward and real-time to cater for tele-oncology, tele-cardiology and tele-radiology across consultant hospitals, zonal referral hospitals and regional referral hospitals. The consultant is expected to install equipment in four consultant hospitals (MNH, MOI, JKCI and ORCI), three zonal referral hospitals (Mbeya Zonal Referral Hospital, Bugando Hospital, Benjamin Mkapa Hospital) and seventeen regional referral hospitals (Mwanza RRH- Sekou Toure,, Mtwara RRH, Rukwa RRH, Kigoma RRH- Maweni, Songwe RRH, Mara RRH, Kagera RRH, Singida RRH, Arusha RRH- Mt,Meru Hospital), Tabora RRH – Kitete, Shinyanga RRH, Iringa RRH, Geita RRH, Njombe RRH, Manyara RRH, Pwani - Tumbi RRH, Mbeya RRH) to support delivery of the service. Below are the key responsibility of the consultant:

- i. Determine requirements for establishing tele-cardiology services at consultant hospitals, zonal referral facilities and regional referral hospitals.
- ii. Determine requirements for establishing tele-oncology services services at consultant hospitals, zonal referral facilities and regional referral hospitals.
- iii. Incorporate tele-oncology and tele-cardiology services into the existing tele-radiology service
- iv. Design a comprehensive telemedicine infrastructure to support tele-oncology, tele-cardiology, tele-radiology services between RRH, Zonal and Consultant Health facilities in the country
- v. Develop software to support tele-cardiology and tele-oncology service within the existing National Teleradiology Platform (NTrP) framework.
- vi. Support Consultant Hospitals, Zonal Hubs, Regional Referral Hospitals in designing network for the telemedicine rooms in their facilities.
- vii. Install equipment to support real-time and store and forward telemedicine services in the selected health facilities.
- viii. Train health workers and ICT personnel in health facilities in using and maintain the infrastructure.
- ix. Advise the MoHCDGEC on ways to scale the technology so as to support more facilities
- x. Support and Maintenance

4. DUTIES AND RESPONSIBILITIES OF CLIENT:

Ministry of Health shall be responsible for the following:

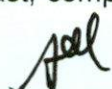
- i. To provide access to the site,
- ii. To provide relevant data or information required by the consultant during execution of the project,
- iii. To monitor timely delivery and the quality of services offered by the consultant
- iv. To provide equipment to be installed in all site as required by the design of the service;

5. DURATION OF THE ASSIGNMENT

This assignment is expected to be completed as follows: six (6) months for the design and implementation of service in all twenty-four (24) hospitals and twelve months (12) for the support and maintenance.

6. QUALIFICATION AND EXPERIENCE OF THE CONSULTING FIRM

The consultant firm should have at least eight (8) years' experience in the ICT infrastructure design, and must have demonstrated capabilities of undertaking works of similar nature/ value and volume. It should be registered by recognized professional boards and authorities in Tanzania. The firm shall be expected to engage at least one (1) Project Manager, one (1) System and Network Administrator and at least three (3) Programmers. The firm shall, at least, comprise of the following key personnel with the specialization and experience indicated below:



6.1. Project Manager/Team Leader

The Team Leader shall have a minimum Master's Degree either in Computer Science, Computer Engineering or Information technology from a recognized institution with at least ten (7) years of practical in design, project management, supervision of ICT infrastructure projects, and contract management. The Project Manager/Team Leader must have knowledge of health system and experience in implementation of digital health projects.

He/She must have experience and track record of successfully managing and coordinating a diverse group of professionals in accomplishing design and implementation of at least three (3) projects of similar nature and scope. The Team Leader must have excellent communication skills, fluency in written and spoken English including document processing tools.

6.2. Senior System and Network Administrator

The shall be professional personnel with a minimum qualification of Bachelor Degree in Information Technology or related field and possess a minimum work experience of 10 years in information technology and network design and implementation; should possess enough work experience in Technical solution designs, integration and expansion for large ICT projects, Wireless LAN design, Implementation and Management, Structured Cabling Design and Installation, Core network design, Server room layout design and equipment installation, TCP/IP protocol stack, Voice and Video over IP service delivery using proprietary and open source platforms, Network analysis tools, Configuration of network equipment, Access Control/Security System, Communication Systems Analysis, Good interpersonal and communication skills

6.3. Developers

The developer shall be professional personnel with a minimum qualification of Bachelor Degree in Information Technology or related field and possess a minimum work experience of 3 years in information technology particularly in software design and development. The developer shall have knowledge and interest in computer systems and the latest technologies and the ability to learn new technologies quickly. The developer should have an analytical mind as well as be able to communicate complex procedures to other colleagues. Developers are expected to have good communication skills – both written and verbal

7. PAYMENT OF THE CONSULTANT

The consultants shall clearly indicate the costs of each activity when submitting the financial proposals. Payment to the consultant will be made as per agreement with the client prior to signing of contract. The Consultant's remuneration shall be deemed to cover his liabilities, taxes, travel costs and support of his head office staff and all his obligations other than additional services not covered by these terms of reference.

8. CONSULTANT DELIVERABLES AND TIMINGS

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The consultant will be required to submit the Inception report within 14 days from the date of signing contract. The inception report will provide design of the telemedicine service and work schedule. The consultant shall be available at any time to present interim progress report when required to do so by Client. The consultant shall include the client's comments in the resubmitted reports for proper documentation. Draft Final reports shall be submitted four (4) weeks before the submission of final reports to allow three (3) weeks review by Client and one (1) week for inclusion of Client's comments before end of contract period. Table below summarises the deliverables:

Deliverables and Timing

S/N	Deliverables	Timing (Month)
1	Commencement of Services	M
2	Submission of Draft Inception Report	1 Week
3	Submission of Final Inception Report	2 Weeks
4	Development of Telemedicine Software	2 Months
5	Installation, Training and Commissioning of	4 Months
6	Support and Maintenance	12 Months
7	Submission of final report	6 Months

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Appendix 2: Key Expert

1. Daudi Mboma - Project Manager
2. Ombeni Mnzava – Network and System Administrator
3. Dr Joseph Matiko – Lead Developer
4. Yona Kangwe – Developer/System Analyst

sel

[Signature]

NEGOTIATION MINUTES

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THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH



MINUTES OF NEGOTIATIONS

FOR TENDER No: ME/007/2021/2022/HQ/G/75

FOR

PROVISION OF CONSULTANCY SERVICES TO DESIGN AND DEVELOPMENT
OF TELEMEDICINE SOFTWARE INSTALLATION OF EQUIPMENTS FOR ZONAL
REFERRAL HOSPITALS AND REGIONAL REFERRAL HOSPITALS

31st March, 2022

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PARTIES: MINISTRY OF HEALTH ("CLIENT") AND

M/s DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LTD ("CONSULTANT")

VENUE: NHIF BUILDING, 6TH FLOOR – PMU OFFICE

DATE: TUESDAY, 31th March, 2022

TIME: 12.00 HOURS.

PARTICIPANTS

MINISTRY OF HEALTH - CLIENT

- | | | |
|------|------------------------|-------------|
| i. | Dr. Vumilia Liggyile | Chairperson |
| ii. | Ms. Rachel F. Ndimila | Secretary |
| iii. | Mr. Jerome Jackson | Member |
| iv. | Mr. Sostheness Bagumhe | Member |

CONSULTANCY PARTICIPANTS TECHNOLOGY COMPANY LTD

M/S DAR ES SALAAM INSTITUTE OF

- | | | |
|------|-------------------|--------|
| i. | Mr. Daud Mboma | Member |
| ii. | Mr. Ombeni Mnzava | Member |
| iii. | Mr. Nelson Ndelwa | Member |

1. INTRODUCTION

The negotiation meeting was held following issuance of letter of intent to award with Ref: No. CAB/92/209/01. D/ dated 5th February, 2022, with an intention to award Tender No ME/007/2021/2022/HQ/C/75 to the bidder M/s. DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LTD (DIT COMPANY LIMITED) – CONSULTANT.

2. Proposed Agenda

1. Opening of the meeting
2. Approval of proposed agenda

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3. Discussion on duration of contract.
4. Any other business.
5. Closing of the meeting.

3. OPENING OF THE MEETING

The Chairperson opened the meeting at 13:10hrs local time by welcoming the participants to the meeting and invited them to introduce themselves as well as to sign the attendance form.

The Chairperson read out the agenda to be discussed. The five (5) proposed agenda were agreed by the members and the Chairperson endorsed and proceeded with the meeting.

APPROVAL OF PROPOSED AGENDA

Time of Contract.

The Chairman informed the participants that the purpose of the meeting was to do negotiation between the Consultant and the Employer in order agree the terms of contract on the duration of contract and matters relating to it, as the original duration agreed in the negotiation meeting held on 3rd January,2022 was five months. However, due to unavoidable circumstances, the employer wishes the project to be completed by 30th June 2022 (exactly three months) from 1st April 2022. Therefore, needed another negotiation meeting with the Consultant to adjust the contract period from five (5) months agreed in the previous negotiation meeting to three (3) months so as to complete the project by 30th June 2022 in line with the project's plans.

Upon detailed discussion and taking into consideration the nature and importance of the project to the community and the Consultant being willing to shorten the duration by deploying more manpower and long working hours on sites, parties agreed to adjust the contract duration to three (3) months subject to the employer fulfilling the following obligation:

- i. 24 Hours availability of all project sites.
- ii. Completion of telemedicine room rehabilitation and installation of LAN by 15th April 2022.
- iii. Completion of fibre connectivity in all sites by 20th April 2022.



- iv. Provision of administrative access to diagnostic equipment which will be connected to the telemedicine software whenever needed.
- v. Availability of equipment to be installed in all sites by 15th April 2022.
- vi. Furnish the detailed delivery schedule of the equipment for each health facility to the consultant so as to enable the consultant to schedule the implementation accordingly.
- vii. Avail to the consultant all professionals and stakeholders who will be needed to ensure smooth fulfilment of consultant obligations.
- viii. Signing of contract before 1st April 2022.

Members of the negotiation team and consultant collectively agreed as above.

4. ANY OTHER BUSSINES

No other business.

5. CLOSING THE MEETING

The Chairman closed the meeting at 13.15pm

PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS					
S/N	Name	Position	Firm/Company	Signature	Date
1	Dr. Legye Kumila	Chairman	MOH	[Signature]	31/03/22
2	RACHEL F. NDIMILA	Secretary	MOH	[Signature]	31/3/2022
3	SOSWENET DAKUMBE	MEMBER	MOH	[Signature]	31/3/2022
4	DAUDI MBOYA	MEMBER	DIT	[Signature]	31/3/2022
5	OMBENI MINZAVA	MEMBER	DIT	[Signature]	31/3/2022
5	NELSON NDELWA	MEMBER	DIT	[Signature]	31/3/22
6	Jubeen Jerome	Member	Moh	[Signature]	31/3/22

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



NEGOTIATION MINUTES

**Contract Name: PROVISION OF CONSULTANCY SERVICES FOR
PROVISION OF CONSULTANCY SERVICES TO
DESIGN AND DEVELOPMENT OF TELEMEDICINE
SOFTWARE, INSTALLATION OF EQUIPMENTS FOR
CONSULTANT HOSPITALS, ZONAL REFERRAL
HOSPITALS AND REGIONAL REFERRAL HOSPITAL**

Consultant Name: Dar es salaam Institute of Technology (DIT)

Tender Number: ME 007/2021/2022/HQ/C/75

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RECORD OF NEGOTIATIONS

Name of the Procuring Entity: MINISTRY OF HEALTH COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN

Tender ID No: ME 007/2021/2022/HQ/C/75

Subject of Procurement: PROVISION OF CONSULTANCY SERVICES FOR PROVISION OF CONSULTANCY SERVICES TO DESIGN AND DEVELOPMENT OF TELEMEDICINE SOFTWARE, INSTALLATION OF EQUIPMENTS FOR CONSULTANT HOSPITALS, ZONAL REFERRAL HOSPITALS AND REGIONAL REFERRAL HOSPITAL

Method of Procurement: INDIVIDUAL FIRM CONSULTANT

Date of Negotiation: 03th January, 2022

Venue: ONLINE

I. Attendee

S/N	Name	Position	Firm/Company
1	Sosthenes Bagumhe	Chairperson	MoH
2	Baraka Nnko	Secretary	MoH
3	Josephat Kakeneno	Member	MoH
4	Daud Mboma	Member	DIT
5			

II. Agenda

1. Opening of the meeting
2. Discussion on Financial proposal,
3. Discussion on Terms of Reference,
4. Discussion on Financial Terms
5. Time frame of the Contract
6. AOB
7. Closing of the meeting



Agenda 1. Opening of the meeting

The chairperson opened the meeting at 10:00 am hours by welcoming the participants at MoHCDGE-DICT. Participants were then asked to introduce themselves.

PART 1: RECORD OF NEGOTIATIONS		
Parameter of Negotiation	Issues of discussion	Discussion & Agreement Reached
1.0 Financial Proposal	Contract Amount	<p>DIT Company presented and shared the financial proposal. The proposal was as follows: consultancy fee for 8 months summary costs as follows</p> <ul style="list-style-type: none"> • Staff Remuneration - 228,000,000 • Reimbursable Expenses - 428,330,000 <p>with additional of tax (5%) 32,816,500 making a Grand total of 688,295,000/=</p> <p>The submitted months was higher than the finding timeframe hence committee negotiated with a consultant and after a long discussion, it was agreed that to reduce the number of key staff month to reflect project duration and increase staff months by technicians to help speed up project implementation, DIT Company agree and made adjustments that made the consultant total sum increase to 702,292,500 and taxes increase from 32,816,500/= to 33,715,000 and making a Grand total of 702,292,500 from 688,295,000/=</p> <p>- Members of the negotiation team and Consultant collectively agreed</p>
2.0 Terms of Reference	Scope of work and timelines	<p>DIT Company presented overall understanding of the objectives of the assignment and how the assignment will be conducted.</p> <p>-The team agreed that the consultant will done the work on time in terms of working on the document until the final plan is submitted to the Ministry of health.</p>
3.0 Financial Terms	Payment modality and	<p>Evaluation Committee proposed two options for payment of this consultancy i.e., two installments of 40% after submission of the inception report and 60% after completing all deliverables of the assignment Or two installments of</p>

	tranches	<p>50% after submission of the inception report and 50% after completing all deliverables of the assignment.</p> <p>Consultancy agreed with the second option for payment i.e., 50% and then 50% at the end of the consultancy.</p> <p>Members of the negotiation team and Consultant collectively agreed</p>
4.0 Time frame of the contract	Total duration of the contract	<p>Consultancy presented the work plan indicating that the assignment will take a total of 8 months to be completed. If the assignment starts on the third week of January 2022,</p> <p>The submitted months was higher than the finding timeframe hence committee will propose four months negotiated with a consultant and after a long discussion DIT company requested that the project implementation period be extended to five months instead of four months or that this time should be considered with the availability of all equipment on all sites for implementation. In order to complete the assignment on time and due to the nature of the assignment the Consultant agreed to increase manpower as well as working beyond normal working hours.</p> <p>Members of the negotiation team and Consultant collectively agreed.</p>
5.0 AOB	Other	None

6.0 Closing of the meeting

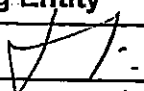

The chairperson gave his closing remarks by thanking all the members who participated in the meeting and then he adjourned the meeting at 17:20 pm.

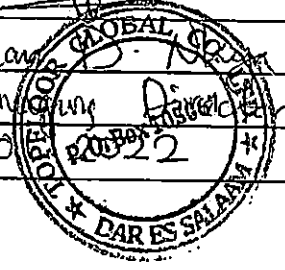
We hereby certify that the above is a true and accurate record of the negotiations:

7.0 Closing of the meeting

The chairperson gave his closing remarks by thanking all the members who participated in the meeting and then he adjourned the meeting at 12:00 Noon.

We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity	For the Bidder/Consultant
Signature: 	Signature: 
Name: Dr. Ligaya V. Umucal	Name: Kellang
Position: Co-TEL	Position: Managing Director
Date: 21/01/2022	Date: 21.01.2022



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH

Telegram: "AFYA", DODOMA
Telephone: + 255 025 2323267
E-Mail: ps@afya.go.tz
(All letters should be addressed to
The Permanent Secretary)



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

Ref. No. CAB 209/549/01/246

05th February, 2022

M/s Dar es salaam Institute of Technology Company Limited
P. O. Box 2958

DAR ES SALAAM.

**RE: TENDER No. ME/007/2021-2022/HQ/MIN/C/75 PROVISION OF
CONSULTANCY SERVICES TO DESIGN AND DEVELOP TELEMEDICINE
SOFTWARE, INSTALLATION OF EQUIPMENT FOR ZONAL REFERRAL
HOSPITALS AND REGIONAL REFERRAL HOSPITALS**

Reference is made to the above heading.

- Please be informed that, your Tender No **ME/007/2021-2022/HQ/MIN/C/75** for **TENDER NO. ME/007/2021-2022/HQ/C/75 PROVISION OF CONSULTANCY SERVICES TO DESIGN AND DEVELOP TELEMEDICINE SOFTWARE, INSTALLATION OF EQUIPMENT FOR ZONAL REFERRAL HOSPITALS AND REGIONAL REFERRAL HOSPITALS** was approved by MOH Ministerial Tender Board meeting no 9th extra Ordinary meeting held on 28th January,2022
- The contract is hereby accepted, by the Ministry of Health at a **Contract Price of Tanzania Shillings Seven Hundred Two Million Two Hundred Ninety-Two Thousand Five Hundred Zero Cents (702,292,500.00) Inclusive of Local Taxes for the period of Three Months after contract sign**
- Thank you for your cooperation.

A handwritten signature in blue ink, appearing to read 'Abel N. Makubi'.

Prof. Abel N. Makubi

PERMANENT SECRETARY (HEALTH)

A handwritten signature in black ink, appearing to read 'Jee'.

Copy:

Chief Executive Officer,
Public Procurement Regulatory
Authority,
P. O. Box 2865,
DODOMA.

The Controller and Auditor General,
P. O. Box 905,
DODOMA.

Attorney General,
Attorney General Chambers,
Ministry of Justice and Constitutional
Affairs,
P.o.Box 630,
DODOMA.

Internal Auditor General,
Ministry of Finance and Planning,
P. O. Box 2802 ,
DODOMA.

Reginal Manager,
Tanzania Revenue Authority
P.O Box 679
DODOMA

Director
Technical Audit
Ministry of Finance and Planning
P.O. Box 2802
DODOMA

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Appendix 4 : Letter of Acceptance



Dar es Salaam Institute of Technology Company Limited



Director General
P. O. Box 2958, Dar es Salaam
E-mail dg@companyltd.dit.ac.tz
Website: www.dit.ac.tz

Tel.: +255 22 215 3038 Fax: +255 22 2152504

Date: 18th February 2022

Ref No: GA:43/47/01/02/01/02

PERMANENT SECRETARY
MINISTRY OF HEALTH,
P.O.BOX 743,
40478 DODOMA.

**RE: LETTER OF ACCEPTANCE FOR TENDER NO: ME/007/2021-2022/HQ/C/75 FOR
PROVISION OF CONSULTANCY SERVICE TO DESIGN AND DEVELOP
TELEMEDICINE SOFTWARE, INSTALLATION OF EQUIPMENT FOR
CONSULTANT HOSPITALS, ZONAL REFERRAL HOSPITALS AND
REGIONAL REFERRAL HOSPITALS.**

Refer to your letter dated 5th February 2022 with reference No. CAB 209/549/01/246

The M/S **Dar es Salaam Institute of Technology Company Ltd** has received and accepted the offer for the Tender. Contract price is **Tanzania Shillings Seven Hundred Two Million Two Hundred Ninety – Two Thousand Five Hundred (TZS 702,292,500.00) VAT Inclusive only.** For the period per contract.

Furthermore, we request you to accept the company representatives, one with power of Attorney and a witness (if any) to come and sign the contract at your set date and time.

Thanks for trusting Dar es Salaam Institute of Technology Company Ltd.

Joseph Yongolo Chalho
DIRECTOR GENERAL



STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 9th day of March, 2022.

We the undersigned for Dar es Salaam Institute of Technology Company Limited of P.O Box 2958, Dar es Salaam, by virtue of authority conferred to us by the Board Resolution No. 019 of 11th day of February, 2022, do hereby Ordain, nominate and appoint Mr. Daudi Nelbert Mboma – PROJECT MANAGER of P. O. Box 2958, Dar es Salaam to be the Company lawful Attorney and Agent, with full power and authority, for the Company and in the names, and for our accounts and benefits of the Company, to do any, or all of the following acts, in the execution of Tender No. ME/007/2021-2022/HQ/C/75 that is to say:

To act for the Company and do any other thing or things incidental for: ME/007/2021-2022/HQ/C/75 of Request for Proposal For The Selection And Employment Consultancy To Design And Development of Telemedicine Software Installation of Equipment For Consultant Hospitals Zonal Referral Hospitals And Regional Referral Hospital in Dar es Salaam Region

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

IN WITNESS whereof we have signed this deed on this 09th day of March, 2022. at Dar es Salaam for and on behalf of Dar es Salaam Institute of Technology Company Limited

SEALED with Common Seal of the said Dar es Salaam Institute of Technology Company Limited and delivered in Dar es Salaam in our presence this 09th day of March, 2022.

DONOR



Name DR. JOHN A. MSUMBA
Signature [Handwritten Signature]
Address P.O Box 2958, DSM
Qualification Director General

Name Arch. Anderson Allan Tou
Signature [Handwritten Signature]
Address P.O Box 2958, DSM
Qualification Director of Technical services

[Handwritten Signature]

ACKNOWLEDGEMENT

I, Mr. Daudi Nelbert Mboma doth hereby acknowledge and accept to be Attorney at the said DAR ES SALAAM INSTITUTE OF TECHNOLOGY COMPANY LIMITED 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.

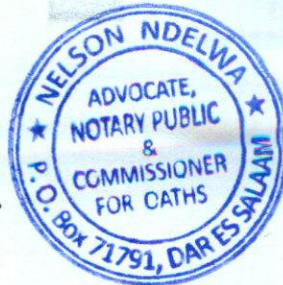
SIGNED and DELIVERED by the said Mr. Daudi Nelbert Mboma who is Known /has Been introduced by the latter being Known to me personally in my presence this 9th day of March, 2022

Daudi Nelbert Mboma
DONEE



BEFORE ME:

Name... NELSON NDELWA
Signature... *Nelson Ndelwa*
Address... 71791 DSM
Qualification COMMISSIONER FOR OARTHS



TANGANYIKA
REGISTRY OF DOCUMENTS
DAR ES SALAAM
Presented... 10/3/2022 at 01:00
Registered on Folio V'188073
Serial No. 4889/D of the Optional
Register Fee Shs. 50000 Paid
Vide Receipt No. 922069097832789
of 10/3/2022
Spn. Asst. Registrar

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 500 Paid
Receipt No. 922069097832789
of 10/3/2022
Stamp Duty Officer

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CONSULTANCY PROPOSAL

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Form 5A1 Technical Proposal Submission Form

To,

Ministry of Health, Community Development, Gender, Elderly and Children,
P.O Box 743,
Dodoma

Dear Sir,

We, the undersigned, offer to provide the consulting services for Provision of Consultancy Services to design and development of telemedicine software, installation of equipment for consultant hospitals, zonal referral hospitals and regional referral Hospital in accordance with your Request for Proposal dated December 2021. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that the any misinterpretation contained it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 23.1 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 45.1 of the Proposal Data Sheet.

We also confirm 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 (ITC Clause 3).

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

We remain,

Yours sincerely,

Authorised Signature	
Name and title of Signatory	Daudi N. Mborna
Name of Firm	Dar es Salaam Institute of Technology
Address	P.O.BOX 2958, Dar es Salaam



Form 5A2 Consultant's Organization and Experience

The Dar es salaam Institute Technology Company Ltd is an engineering company based in Dar es Salaam. The Company has been working in close collaboration with Institute Consultancy Bureau of Dar es Salaam Institute of Technology since 2010. In 2017 the Company stood as its own entity as a Limited Company with registration no 78565 and started coordinating the use of the expertise and other resources to contribute effectively to the industrial and socio- economic development of the nation. The company is dedicated to the construction and maintenance of civil, electrical, electronic and telecommunication, laboratory technology, mechanical, computer and industrial works. The Company is an implementing agency of Dar es Salaam Institute of Technology (DIT). The Company engages itself in various professional activities in all engineering works.

Consultant's Experience

Major Work Undertaken during the last Five Years that best Illustrates Qualifications

Assignment Name: Implementation of National Telemedicine Pilot Project		Country: Tanzania
Assignment Location within country: Dar Es Salaam, Mbeya, Pwani		Duration of assignment (months): 24 Months
Name of Client: MoHCDGEC		Professional Staff provided by your Organisation: No of Staff: 7 No of Person-Months: 24
Start Date (Month/Year) January 2013	Completion Date (Month/Year) December 2015	
Name of associated Consultants, if any: None		No of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: Daudi Mboma		
<ul style="list-style-type: none"> • Design the telemedicine service • Installation of Sanjeevani Telemedicine Software • Supervise installation of equipment and ensure test is done • Installation of LAN in Telemedicine rooms at MNH, Bagamoyo District Hospital, Mwananyamala RRH, Amana RRH, Temeke RRH 		
Detailed Narrative Description of Project: The project involved implementation of the Pilot Telemedicine Project at Muhimbili National Hospital, Mwananyamala RRH, Amana RRH, Temeke RRH,		

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Bagamoyo DH, Tumbi Hospital to ensure provision of tele-consultation and tele-education services.

Detailed Description of Actual Services Provided by your Staff:

- Designing of the network
- Preparation of BOQ and equipment specifications needed to optimally operate telemedicine services
- Installation of Sanjeevani Telemedicine Software Developed by CDAC
- Installation of video-conference equipment
- Training technical personnel and end users
- Testing and commissioning of the solution

Assignment Name: Implementation of Tele-Radiology Services		Country: Tanzania
Assignment Location within country: Dar Es Salaam, Morogoro, Ruvuma, Tabora, Tanga, Geita		Duration of assignment (months): 12 Months
Name of Client: MoHCDGEC		Professional Staff provided by your Organisation: No of Staff: 4 No of Person-Months: 24
Start Date (Month/Year) December 2020	Completion Date (Month/Year) Present	
Name of associated Consultants, if any: None		No of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: Daudi Mboma <ul style="list-style-type: none"> • Design the telemedicine service • Supervise development of National Teleradiology Services • Supervise installation of equipment and ensure test is done • Advise MoHCDGEC on how to mainstream the service in the health system structure 		
Detailed Narrative Description of Project: The project involved implementation of the Telemedicine service among hospitals through provision of radiology services. The project involved establishment of a hub at Muhimbili Orthopaedic Institute (MOI) and radiologists providing specialist services to the connected Regional Referral Hospitals and District Hospitals. The project has already connected the hub at MOI and Morogoro Regional Referral Hospital.		
Detailed Description of Actual Services Provided by your Staff: <ul style="list-style-type: none"> • Designing of the network 		

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- Preparation of BOQ and equipment specifications needed to optimally operate teleradiology service
- Development of tele-radiology software
- Installation of open-source video-conference solution
- Testing and commissioning of the solution

Assignment Name: Design and Implementation of Call Center for Revolutionary Government of Zanzibar		Country: Tanzania
Assignment Location within country: Zanzibar		Duration of assignment (months): 6 Months
Name of Client: Ministry of Works Transport and Communication, Zanzibar		Professional Staff provided by your Organisation: No of Staff: 3 No of Person-Months: 6
Start Date (Month/Year) December 2020	Completion Date (Month/Year) June 2021	
Name of associated Consultants, if any: None		No of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: Daudi Mboma		
<ul style="list-style-type: none"> • Project Management • Survey and feasibility study • Supervision of implementation • Training and commissioning • Development of Standard Operating Procedures 		
Detailed Narrative Description of Project: Revolutionary Government of Zanzibar Call Center contains the AfyaCall Center, Fire and Rescue Service Call Center, Disaster Call Center with the Ministry of Works, Transport and Communication acting as a hub. The Zanzibar Call Center is scalable and allows for future extension to other services whenever need may arise. The main project objective is to enhance the experience and the image of the government and become customer oriented. The Zanzibar Call Center is expected to transform stakeholders' experience while interacting with the government, reduce time to access and deliver government services, simplify processes and procedures necessary to render the government services by:		

[Handwritten signature]

- Offering a simple and clear point of access of essential government services
- Improving the consistency and quality of call center services.
- Providing support and answers to inquiries about government services promptly.
- Eliminating or reducing form-filling and lengthy waits for replies.
- Eliminating the need to travel to access a face-to-face service or inquiry
- Offering a convenient time for interaction, such as evenings and weekends.
- Organize the way the government provides support for its services.

Detailed Description of Actual Services Provided by your Staff:

- Designing of the call center solution
- Preparation of BOQ and equipment specifications needed to optimally operate the call center
- Installation of call centre software and related equipment
- Installation of backup and clean power
- Installation of LAN at the call center
- Installation and configuration of access control and

Firm's Name	Dar es Salaam Institute of Technology Company LTD through the India Tanzania Center of Excellence in ICT
Authorised Signature	

Paul

Form 5A3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

1. On the Terms of Reference

The Ministry of Health Community Development Gender Elderly and Children has been implementing telemedicine services in the country in view of improving quality of health services by ensuring specialized health services available at most of consultant hospital and few zonal referral hospitals reaches the regional referral hospitals and lower-level facilities. The existing telemedicine services technically implemented by Dar es Salaam Institute of Technology focuses on providing radiology services in lower-level hospitals. This consultancy involves extension of existing service by adding two more specialities (cardiology and oncology) and extending to more regional referral hospitals. The extension of existing service will involve addition of modules in the already systems being developed for tele-radiology (National Tele-Radiology Platform - NTrP) by addition of cardiology and oncology services. Although the feasibility study on the readiness of each health facility in the project has not been done, our experience shows that most of the regional referral hospitals have at least minimal biomedical equipment to cater for the provision of tele-radiology and tele-cardiology. For the hospitals to be able to fully operate tele-oncology services a pathology laboratory has to be in place which most of the regional referral hospitals lack. In our experience some of the zonal referral hospitals do have the pathology laboratory which can fully operate tele-oncology services. Furthermore, the readiness of all other hospitals involved in this consultancy work is still unclear. In this view we recommend a robust and thorough two weeks feasibility study to be conducted to assess the readiness of each facility and advise on the Local Area network infrastructure.

Throughout Africa (and beyond) a lot of efforts have been made in implementation of telemedicine as it is viewed as one of the innovation which could speed up the universal access to quality health care, yet progress as well as sustainability for most of already implemented services is only modest so far. Community or national health insurance schemes are in different stages of implementation throughout Africa, yet

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uptake of coverage remains often slow, though there have been dramatic differences. This has affected financing of most telemedicine services making them operate during the particular project financing and could not go beyond the project period. We propose to make the telemedicine financing issue more prominent as this extension to reach out thirty facilities will require massive financial outlays beyond the project period.

2. On Counterpart Staff and Facilities

As Project Manager we propose Daudi Mboma. He is currently the technical project manager in the current tele-radiology service which has established a hub at Muhimbili Orthopaedic Institute and connected Morogoro Regional Referral Hospital and expected to connect Ruvuma Regional Referral Hospital, Katavi Regional Referral Hospital; Lindi Regional Referral Hospital, Tanga regional Referral Hospital, Nachingwea District Hospital, Nyangao Designated District Hospital, Kilosa DH and Turiani DDH, Nzega District Hospital and Chato District Hospital. With an experience in Health System from various projects he has been involved including the Research Project on Development of Community Health Portal. Mr Mboma has been involved in evaluation of various health projects including the St Francis Ifakara Project, the Mid-Term Review of Health Promotion and Systems Strengthening Project both during the first and second phase. Mr Mboma is currently doing his PhD by Research on Developing a Framework for the Sustainable Telemedicine Service in Tanzania.

As the Network and Systems Engineer, we propose Mr Ombeni Mnzava. mbeni is the Master's Degree holder in Information Technology and Management pursued at the Institute of Finance and Management (IFM) in collaboration with Avinashilingam University (INDIA) 2009. He has more than sixteen years of experience in the field of Information and Communication Technology in the area of Network and System Administration on Linux, Windows and IP Networks which based on Services delivery, Network infrastructure and modern Internet Technologies. He has been engaged in various strategic infrastructure projects including: Designing and implementing the Dar es Salaam Institute of technology network infrastructure,

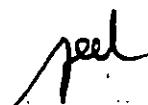
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Restructuring the Institute of Rural Development Planning (IRDP) campus network infrastructure and deploying various ICT services eg. VoIP, Mail server, captive portal, etc, Network designing and implementation of Wami to Chalinze and Bunda to Mugumu ICT for Rural Development projects (ICT4RD), Designing the network and medical software which provides a teleradiology services for hospitals to increase access to specialized healthcare in rural communities.

As the Lead Developer, we propose Dr Joseph Matiko. Dr Matiko obtained a BEng degree in Electronics and Telecommunication Engineering from the Dar es Salaam Institute of Technology, Tanzania, in 2007. He was then awarded European Union Erasmus Mundus Scholarship to pursue his MSc in Wireless Communications at Lund University, Sweden, from 2009 to 2011. He then joined the School of Electronics and Computer Science at University of Southampton, UK, in 2011 as a full-time researcher and obtained his PhD in 2015. Joseph has a vast working experience as a lecturer, a researcher, a consultant and a system developer. He is currently working as lecturer with the Department of Electronics and Telecommunication Engineering, Dar es Salaam Institute of Technology, Tanzania.

Joseph is a registered ICT Professional under the category of System Developer. He has vast experience in leading system development. Some of those systems are: (1) Lead developer of the National Teleradiology System, (2) Lead developer of the Civic Registration Information System for RITA, (4) Lead developer of Trustees Information Management System for RITA, (5) Lead Developer, (6) DIT Enterprise Resource Planning, (6) Sole developer and maintainer of Metahash fourth generation blockchain explore, (7) Sole developer of Metahash Mobile Wallet (Android and iOS) for the 4th generation metaphase blockchain.

As the Developer we propose Mr. Yohana Kangwe. He is Software developer of the Department of ITCoeICT at Dar es Salaam Institute of Technology. He holds Bachelor Degree in information system and network engineering from St Joseph University in Tanzania. He a member in telemedicine taskforce team. with an experience in Health system from various projects. He has been involved in software development in tele-radiology platform of the country.



Mr. Kangwe has over 3 years of experience in software development, he served as a programmer for newly established projects at Dar es Salaam Institute of Technology and other authority such such registration insolvency and trusteeship

As the Developer we propose Mr. Canon Ngirwa. Mr. Canon Cleoplace Ngirwa is an Instructor and Deputy Examination Coordinator of the Department of Computer Studies at Dar es Salaam Institute of Technology. He holds an Engineering Master Degree in Software Engineering from Nankai University, Tianjin, China and a Bachelor Degree in Computer and Information Security from University of Dodoma, Dodoma, Tanzania. Mr. Ngirwa has over 5 years of experience in academia and 8 years of experience in software development. From 2013 to mid-2015, he served as a programmer for newly established project of smart card at the Open University of Tanzania. Furthermore, he was conducting a day-to-day management and administration of more than 2 systems (accounting system and smart card system). From 2015 to date, he serves duties of Instructor at Dar es Salaam Institute of Technology. Moreover, from 2021 to 2023 he serves the duties of Deputy Examination Coordinator at the Department of Computer Studies. His research interests are in Software Engineering, Software Development, Artificial Intelligence and Machine Learning.

Apart from the core team of project implementation to ensure sustainability and ownership of the project beyond the funding period, DIT Company LTD will utilize the existing staffs at the health facilities and MoHCDCGEC during the course of the project implementation.

Due to the nature of the project, we do propose the following phases:

- i. Implementation phase - Jan 2022 - June 2022

Our team will be implementing the project including developing the telemedicine software to extend existing tele-radiology platform to include cardiology and oncology, installing equipment, training end users, testing and commissioning. During this phase our team will work with ICT personnel at each health facility

involved in the project to ensure ownership of the installed infrastructure. We will also involve ICT personnel from MoHCDGEC to ensure long term sustainability of the service.

ii. Two Year Support and Maintenance – Jul 2022 – June 2025

We will further provide technical support in form of remote and on-site when need be which will include support for request for changes on the developed software. With capacity being built among ICT personnel of the facilities we believe they will provide the first line of support when needed by systems end users. We will also continue providing guidance to the MoHCDGEC on how to scale the service to other remaining health facilities which were not included in this phase.

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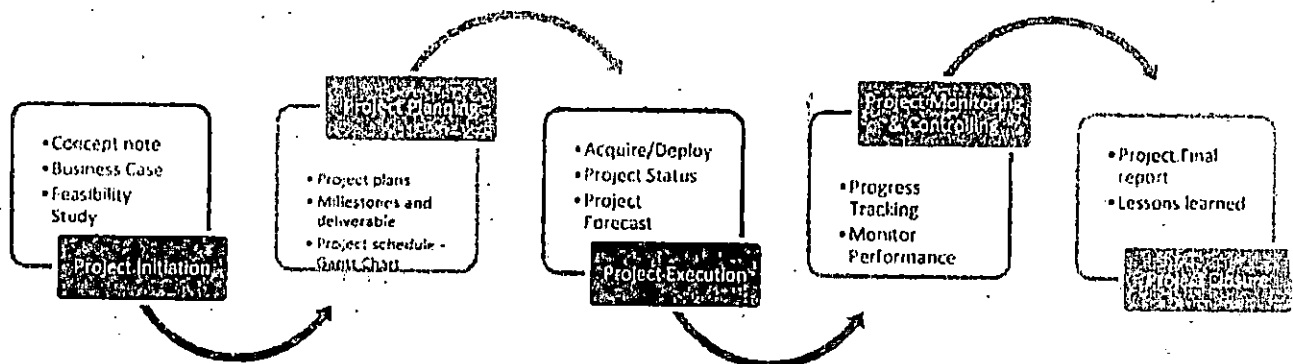
Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

1. Technical Approach and Methodology

Without access firm knowledge on the readiness and assessment of the existing situation in each facility it is not possible to design a firm methodology, and this will be in the inception report. We expect to have done a complete situation analysis of all facilities during the inception phase which will include a firm methodology and technical approach. The final decisions on methodology and approach will be made jointly with the MoHCDGEC and DIT Company LTD.

A quick scan of the publicly available documentation around the telemedicine implementation and from our experience on the current implementation as well as experience on health system in Tanzania shows a need to expand the stakeholders especially in data gathering and requirement specification to include also private stakeholders (Both for profit and non-profit) particularly when looking at scaling up the technology so as to support more facilities. We will also follow standard and guidelines provided by eGovernment Agency (eGA) to assist public institutions in delivery of consistent and cohesive services to the citizens.

In fulfilling the requirements set out in this tender DIT Institute Company LTD will use the recommended eGA Government ICT project life cycle framework which provides the basic actions need to be undertaken throughout the project lifecycle. The framework will provide a standardized mechanism to structure, plan, implement, and control all the process of project management. Our focus is to minimise risks, use short time period to deliver and eventually deliver the product which suites client's needs.



Main principles that we are going to apply in this project are:

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- Active user involvement
- Focus on business Processes.
- Using fitness for business purpose as the essential criterion for acceptance of deliverables.
- Requirements that are based at lower levels of the business process.
- Collaboration and cooperation between all stakeholders.
- Rapid Development Techniques
- Testing

We will adopt a software development approach suitable for accelerating adaptive planning, evolutionary development, early delivery, and continuous improvement, and rapid and flexible response to change. The project implementation process will be carried out as described below.

i. Project Initiation

This phase will involve among other things definition of the overall project scop and development of project charter. The phase will also involve a thoroughly feasibility study to document the readiness of health facilities for the telemedicine project. The key deliverable of this phase will include the inception report which will summarize the review of documentation undertaken and methodology determining thereby the exact focus and scope of the exercise. From the field survey we will be able to come up with concrete plan for the implementation of the project and advice the MoHCDGEC on possible need for re-adjustment of plan of implementation arrangement.

ii. Project Planning

In this stage the team will further develop the project implementation plan in as much detail as possible and the steps necessary to meet the project's objective are planned. The team will also identify all of the work to be done. The project's tasks and resource requirements are identified. A project plan is created outlining the activities, tasks, dependencies, and timeframes. Once the project team and client have identified the work, prepared the schedule, and estimated the costs, the three fundamental components of the planning process are complete. The team will also identify and deal

with any potential threats to the successful completion of the project. This is called risk management. In risk management, "high-threat" potential problems are identified along with the action that is to be taken on each high-threat potential problem, either to reduce the probability that the problem will occur or to reduce the impact on the project if it does occur.

iii. Project Execution

The project execution phase will involve implementation of various key steps in ensuring implementation of project activities

a. System Requirements and Analysis

The objective of reviewing the system requirements is to make sure that complete system requirements are collected. High level system requirements are already given in the Terms of Reference for the backend, web interface and mobile application as well as functional requirements of different user groups. However, gathering all requirements will be critical for successful implementation of the robust system. The collected requirements will be analysed and properly documented and shared with the client and all stakeholders. This will make sure that there is completeness, correctness, and clear traceability of the requirements.

b. System design and verification

Based on the system requirements and analysis, the entire architecture of the project will be designed. This will include defining specific system components, modules, interfaces, and data flow to satisfy specified requirements. During this phase, review of the specifications of all hardware and software required for the successfully implementation of the system. This will take into account existing systems and other systems that will be integrated to the system under development.

The designed system will be tabled to the client and key stakeholders for verification. Feedback received will be used to refine the design and write a final system design document.

c. System development and implementation

In this phase, the Birth and Dearth Registration Information system will be developed based on the verified design. All designed components are developed as per design specifications. In this stage, source codes will be versioned and properly documented.

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Where necessary, test-driven development approach will be applied to ensure that critical parts of the system are well tested. Developed features will be deployed on the development infrastructure for testing and verification by end users.

d. System Integration

The developed system will be integrated with existing systems as may be required for seamlessly data exchange. System integration will be performed through API or any other appropriate technology depend on the existing system architecture.

e. System Testing

The testing will combine different test approaches including functional and non-functional testing to validate the system requirements. Testing will include Unit Testing, Integration Testing, System Testing, and Performance Testing. Each testing approach will have a defined test objective, test strategy and deliverables. Test cases will be prepared in collaboration with the client.

f. System Documentation

A number of technical documentations will be prepared which include, design document, user manual and system administration manual.

g. Installation and commissioning

In this phase, the system will be migrated from the development environment into the production environment. This will include server configuration on either a new system or existing server, security hardening on both web server, database and application level. The client will be advised to engage a security expert to do security auditing of the system, including penetration testing of the entire infrastructure. Apart from the installation of software systems, in this phase we will be installing all equipment at each site and ensure

h. User Training

The client will identify all users to be trained. Users shall be grouped into normal users and system administrators. Each user group will be trained to make sure that they understand how to use the system effectively. The training will be organised to comprise both in class tutorials and field practical.

2. Work Plan

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Main Activity	Sub-activities	Deliverable	Time [Week]
Preparation of Inception Report	Site Survey	Survey Report and Inception Report	2
	Collect documents and data from various sources		
	Identification of the system requirements as per the ToR		
	Develop overall project implementation work plan		
Network Design	Design of the overall network	Network Design	1
Telemedicine System Requirements and Analysis	Collect all system functional and non functional requirements	System Requirements Specification Document	1
	Analyse the requirements		
	Perform requirement verifications		
System Design and Verification	Perform system design	System Design Document	1
	Perform system verification		
System Development and implementation	Develop the backend	Programming	3
	Develop the web interface		
	Collect feedback		
System Integration and Testing	Perform system integration	System Development and Testing Draft Report	6
	Establish system test cases		
	Perform system testing and verification		
	Improve the system based on testing feedback		
Installation and End User Training	Installing equipment at the hubs and RRH and training technical staff and health workers on using the system	Functional telemedicine system at health facilities	18
System Documentation and Final report	Write User manuals	User Manuals	2
	Write System Development Draft Report	Draft System Report	2
	Final Report Writing	Project Implementation Report	2

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Form 5A5 Work Schedule in Weeks

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	Preparation of Inception Report	█																					
2	System Requirements and Analysis		█																				
3	Network Designing		█																				
4	System Design and Verification			█																			
5	System Development and implementation				█	█	█																
6	System Integration and Testing						█																
7	Installation and End User Training							█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
8	System Documentation and Final report																						█

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Form 5A6 Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm/Organisation	Area of Expertise	Position Assigned	Task Assigned
Mr. Daudi Mboma	DIT	ICT and Digital Health Expert	Project Manager	Overall project management, Equipment installation, system documentation, User training
Ombeni Mnzava	DIT	ICT Expert	Network and Systems	Equipment installation, network design, network installation
Eng. Dr Joseph Matiko	DIT	System design and Developer	Lead Developer	System design, system development, system testing and integration
Canon Ngirwa	DIT	Computer Engineer	System Analyst	System requirements and analysis, system design, System Documentation, and User training
Mr. Yohana Kangwe	DIT	Computer Engineer	Software Developer	System development, System Integration and Testing

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Appendix 3: Breakdown of Contract Price

Cost Component	Costs
Staff Remuneration (1)	228,000,000
Reimbursable Expenses (1)	462,892,500
Sub-Total	690,892,500
Local Taxes (1)	11,400,000

see



Form 5A7 Staffing Schedule1
Implementation Phase
Staff-month input by month

N°	Name of Staff								Total staff-month input		
		1	2	3	4	5	6	n	Home	Field	Total
1	Daudi Mboma	█							1		6
2	Ombeni Mrzava	█	█	█	█	█	█		1	5	6
3	Dr Joseph Matiko	█	█						1	2	3
4	Yohana Kangwe	█	█	█	█	█	█		1	5	6
5	Canon Ngirwa	█	█						1	2	3
								Total	5	19	24

- i. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- ii. Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

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