

**CONTRACT**

**FOR**

**CONSULTANCY SERVICES FOR DESIGN AND  
SUPERVISION FOR MAINTANANCE OF ACCESS  
ROADSAND NATURE TRAILS**

**BETWEEN**

**TANZANIA FOREST SERVICES AGENCY (TFS)**

**AND**

**TANZANIA RURAL AND URBAN ROADS  
AGENCY (TARURA)**

**NO.AE-068/2021-2022/HQ/TCRP/C/01**

**DECEMBER, 2021**

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## CONSULTANCY AGREEMENT

THIS AGREEMENT is made on the 27<sup>th</sup> day of December 2021

### BETWEEN

**TANZANIA FOREST SERVICES AGENCY (TFS)** is a semi-autonomous Government Executive Agency established under the Executive Agencies Act, Cap. 245 by Order published vide Government Notice No. 269 of 2010 and its responsible for conservation, development of National forest and bee resources, whose address for the purposes of this agreement is Tanzania Forest Services (TFS) Agency, Mpingo House, Nyerere Road, P.O. Box 40832, Dar es Salaam, hereinafter referred to as the "Client" the expression which, unless the context requires otherwise, includes its mandated and authorized employees, representatives and agents (of the one Party).

### AND

**TANZANIA RURAL AND URBAN ROADS AGENCY (TARURA)**, is an Executive Agency under the President's Office, Regional Administration and Local Government, established under the Executive Agencies Act, Cap. 245, by Order published vide Government Notice No. 211 of 2017 dated 12<sup>th</sup> May, 2017; vested with the responsibility of managing the development, rehabilitation, maintenance, of rural and urban roads networks for the social-economic development of Tanzania, whose address for the purposes of this Agreement is; Tanzania Rural and Urban Roads Agency, TARURA House, Kasim Majaliwa Road, Magufuli City, P.O. Box 11042, Dodoma, (hereinafter called the "Consultant" the expression which, unless the context requires otherwise, includes its mandated and authorized employees, representatives and agents (of the other Party).

### WHEREAS;

- (a) the Client is responsible for management of National forest reserves of Pugu/Kazimzumbwi (Kisarawe), Uluguru

(Morogoro), Amani (Mheza), Nilo (Korogwe), Magamba (Lushoto), Chome (Same), Mlima Hanang (Hanang), Mlima Rungwe (Mbeya), Kalambo Falls (Kalambo) and Matogoro (Songea).

- (b) the Client is desirous of carrying out an infrastructure development project on maintenance of roads in forest and natural reserve areas (approximately 96km) to gravel standard.
- (c) the Client has requested the Consultant to provide Consultancy Services for Design and Supervision on maintenance of roads (hereinafter referred to as the "Services")
- (d) the Consultant, having represented to the Client that it has the required professional, technical know-how and skilled personnel has agreed to provide the services on the terms and conditions set forth in this Agreement;

## **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### **1. DEFINITION OF TERMS**

In this Agreement unless the contrary intention appears;

- 1.1 BOQ** means Bill of Quantities
- 1.2 GOT** means Government of Tanzania
- 1.3 TFS** means Tanzania Forest Services
- 1.4 PARENT MINISTRIES** means Ministries responsible for **TFS** and **TARURA**
- 1.5 ROAD INFRASTRUCTURE-** shall include all TFS roads, here in listed and as provided in the respective BOQ.

### **2. TERMS OF AGREEMENT**

This Agreement is for the provision of technical services and supervision on the execution of maintenance of roads infrastructure under Tanzania Forest Services, including road furniture, signage and associated storm water drainage system.

### **3. THE SCOPE OF WORK**

3.1 The Consultant shall undertake the following;

- a) Submission to the Client, a comprehensive BOQ and Schedule of works which shall define the Scope of Works and contract deliverables for the project
- b) Design Review of Roads Infrastructure
- c) Preparing Engineering Costs Estimates and the BoQ's
- d) Supervision of Works

3.2 Clause 3.1 shall be read together with the BOQ of the respective works.

### **4. CONTRACT PRICE AND SCHEDULE OF PAYMENT**

4.1 The Client shall pay to the Consultant the consultation fee of 7.5 percent of the value of estimated cost to execute the works as follows;

- a) The 1<sup>st</sup> installment shall be the cost of infrastructure design as described in the BOQ of the respective works.
- b) The subsequent payments shall be the amounts payable to the Consultant as consideration for contract management and supervision of the works which will be indicated in the Certificate raised by the Consultant.

4.2 Subject to clause 4.1 (a) and (b), the Client shall deposit all payments, by way of a cheque into a Bank of Tanzania Account No. 9925263161, bearing the name of TANZANIA RURAL AND URBAN ROADS AGENCY operated by the Consultant.

4.3 Costs for attending disputes resulted by Client's or Contractors' faults as the case may be, emerged in the due course of the execution of

the agreement and thereafter, shall be borne by the Client.

## **5. CONSULTANCY TIME LINE**

5.1 The period of Consultancy Agreement shall correspond with the period of execution of the contract agreed between Client and Contractor except for the Roads and Infrastructure design which will be carried out within thirty days from the date of signing this Agreement.

5.2 The extension of time of this Agreement shall depend on the extension of the main Contract between the Client and the Contractor.

## **6. OBLIGATIONS OF THE CLIENT**

- a) To provide funding to the Consultant for;
  - i. Roads and Infrastructure design
  - ii. Contract management and supervision
- b) To be responsible for the procurement of Contractors and payment of all contractors and service providers who will be engaged in the project;
- c) To monitor the progress of the work in collaboration with the Ministry of the Natural Resources and Tourism, in order to ensure quality and value for money is achieved;
- d) To approve all review of the design works undertaken by the Consultant;
- e) To participate in the regular site meetings that will be held to discuss the progress of the Works
- f) To provide one vehicle (station wagon model) to be placed at the Consultant's premises for supervision activities (the vehicle to be returned to TFS after project completion).

## **7. OBLIGATIONS OF THE CONSULTANT**

- a) To provide technical services in conformity with the provisions of this contract and in accordance with the professional standards;
- b) To manage the project funds in execution of the works;
- c) To prepare performance Report and submit it to the Client;
- d) To ensure that the executed Works meet the Technical Specifications provided;
- e) To appoint project Engineers in each respective site to supervise the work and contract management.

## **8.0 GUARANTEE CLAUSE**

### **8.1 The Consultant guarantee clause;**

- a. That all Works shall be supervised in conformity with the technical specifications and other requirements accepted by the Government of Tanzania;
- b. To exercise all reasonable care and diligence in Supervision and Management of contracts for the Works, and carry out all its responsibilities in accordance with recognized professional standards;
- c. Supervision and Management of contract shall be free from corrupt or fraudulent practices.

### **8.2. The Client's guarantee clause;**

- a) To make payment to the Consultant within Seven (7) days after receipt of the claim
- b) To cooperate with the Consultant in all matters in execution of the Works

## **9. PROJECT MODUS OPERANDI IN TARURA**

The modus of operandi of the project in TARURA is attached as Annex 1.

## **10. COMMUNICATION AND LIASON**

The Client and the Consultant shall each designate one (1) or more Engineers with adequate Project Management and Supervision skills and assign them to be the Officers –of – Primary – Interest ( Focal Persons) for the project with a view to provide joint oversight of the conduct of execution of the project from start to finish.

## **11. FORCE MAJEURE**

No party shall be responsible to the other party for delay or failure in performance of any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, wind storm, hailstorm, earthquake, subsidence of soil, failure of machinery or equipment or supply of materials, discontinuity in the supply of power, court order or governmental interference, terrorist attacks, civil commotion, riot, war, strikes, labor disturbances, transportation difficulties, natural genetic variation of any living matter or by any other cause of like or unlike nature beyond the reasonable control and without fault or negligence of such party.

## **12. GOVERNING LAW**

This Agreement shall in all respect (including without limitation, its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of the United Republic of Tanzania and the Parties hereto submit to the exclusive jurisdiction of Tanzania.

## **13. TERMINATION**

a. The parties may terminate this Agreement at any time by communicating a thirty days (30) Notice in writing. If the Agreement is terminated by either party, steps shall be taken



to ensure that the termination does not affect any prior obligation, project, activity, already in progress.

b. Notwithstanding Clause 12 (a) above, the following shall also

Constitute reasons for termination; - suspension of operation for a defined period of time; failure by either party to meet its obligations as set forth in the Agreement, whether general obligations or specific performance levels.

#### **14. DISPUTE RESOLUTION**

- a. That in case of dispute, disagreement or difference of any kind on the interpretation or application of this Agreement, the parties shall make every effort to resolve the dispute, disagreement or difference amicably and if need be the dispute shall be referred to the Parent Ministries of the Parties .
- b. If the parties fail to resolve the dispute, disagreement or difference amicably the matter shall be referred to Arbitration in accordance with the Arbitration Act Cap 15. of the laws of Tanzania.
- c. In the event that third party claims arise in the course of execution of the works and should the dispute be of the nature that hampers smooth operation or cause or threatens to obstruct works the Client shall take necessary action to resolve the dispute as the situation may require.

#### **15. AMENDMENT OF THE AGREEMENT**

- a. That if any change is required regarding the terms and conditions of the agreement, the two parties shall through negotiations find suitable solution.

b. That this agreement may be amended or modified by a written instrument and signed by duly authorized representatives of the two parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and a year and in the manner hereinafter appearing.

**SEALED** with the **COMMON SEAL** of  
**TANZANIA FOREST SERVICES AGENCY**

and **DELIVERED** in the presence of us

this 27<sup>th</sup> day of December 2021

Name Prof. DOS SANTOS SILAYO For and on

behalf of TFS

Signature: 

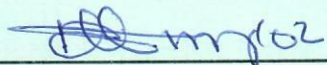
Postal Address: Po Box 40832 DAR ES SALAAM

Qualification: CONSERVATION COMMISSIONER

**SEAL**

**WITNESS**

Name: DAVID MUNGONGO

Signature: 

Postal Address: 40832-DSM

Qualification: MANAGER, LEGAL SERVICES,



**SEALED** with the **COMMON SEAL** of

**TARURA** and **DELIVERED** in the presence of us,

this 27<sup>th</sup> day of December 2021

Name: ENG. VICTOR H. SEFF, for and on behalf of

**TARURA  
SEAL**

Signature: 

Postal Address: P.O. Box 11042 DODOMA

Qualification: CHIEF EXECUTIVE

Chief Executive Officer  
TARURA

**WITNESS**

Name: SHABAN H. MDAGANO

Signature: 

Postal address: 11042 DODOMA

Qualification: HEAD OF LEGAL SERVICES UNIT

## **Annex 1: Project Modus Operandi**

### **IMPLEMENTATION OF TFS ROADS PROJECT**

#### **MODUS OPERANDI OF TARURA**

According to our Organization Structure, TARURA operates at three levels;

- TARURA Headquarters
- TARURA Regional Offices
- TARURA District Offices

For that matter, the said project will be executed using all three operational levels of TARURA as follows:

#### **1. TARURA Headquarters (Chief Executive)**

- Will be the centre of all correspondences with TFS
- Will provide technical backstopping and guidance to Regional and District Managers
- Will approve payments and submit the same to TFS

#### **2. TARURA Regional Offices (Regional Managers)**

Using delegated powers vested on him/her, by the CEO-TARURA, this office shall have the following functions;

- Appoint a Project Manager to supervise the work's contract
- Monitoring and Evaluation of projects' execution
- Ensure quality assurance of executed works
- Ensure compliance to contract management procedures



- Verify Payments of works as measured and certified by District Managers
- Submit verified payments to TARURA HQ for further action,
- Issue Instructions to the Contractors when required
- Will provide technical backstopping and guidance to District Managers

### **3. TARURA District Offices (District Managers)**

- Supervise execution of works on day-to-day basis
- Quality control on executed work
- Quantity control of works executed/to be executed
- Manage and administer the contract
- Measure executed work and prepare the payment certificate
- Certify payments as required
- Liaise with TFS and the local communities at construction site to make sure that, the project execution is in order

The Organization Structure of TARURA is attached herewith for your reference