

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



CONTRACT DOCUMENT

CONTRACT NO. ME/007/2019/2020/HQ/W/05K

FOR

PROVISION OF CONSULTANCY SERVICES FOR DESIGN REVIEW,
DEVELOPMENT OF CONSTRUCTION DOCUMENTS AND SUPERVISION
OF WORKS FOR THE PROPOSED CONSTRUCTION OF EMD, OPD &
SURGICAL WARDS FOR TUMBI REGIONAL REFERRAL HOSPITAL IN
PWANI REGION

EMPLOYER:

Permanent Secretary,
Ministry of Health, Community
Development, Gender, Elderly and
Children,
P.O Box 743,
40478 DODOMA, TANZANIA

CONSULTANT:

Chief Executive,
Tanzania Buildings Agency(TBA),
P.O. Box 9542,
DAR-ES-SALAAM, TANZANIA

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SECTION- I
A: FORM OF CONTRACT

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FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the ^{29th} day of the month of ^{June} 2020, between, on the one hand, **Ministry of Health, Community Development, Gender, Elderly and Children of P.O.Box 743, DODOMA** (hereinafter called the "Client") and, on the other hand, **Tanzania Buildings Agency (TBA) of P.O.Box 9542, DAR ES SALAAM** (hereinafter called the "Consultant").

WHEREAS

- (a) The Client has requested the Consultant to provide consulting services for **Design Review, Development of Construction Documents and Supervision of Works for The Proposed Construction of EMD, OPD & Surgical Wards for Tumbi Regional Referral Hospital in Pwani Region.** as defined in this Contract (hereinafter called the "Services")
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract at the Contract Price of **Tshs. 524,206,917 (Tanzania Shillings; Five Hundred Twenty Four Million Two Hundred Six Thousand Nine Hundred Seventeen Only) VAT Inclusive.**

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 Financial Proposal Submission Form;
 - (c) The Special Conditions of Contract (SCC);
 - (d) The General Conditions of Contract (GCC);
 - (e) Notification Letter of Award;

(f) Bidder's Letter of Acceptance;

(g) The Appendices:

Appendix 1: Terms of Reference

Appendix 2: Key Expert


Appendix 3: Breakdown of Contract Price

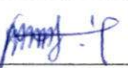
Appendix 4: Negotiation Minutes

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:


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

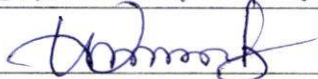
SIGNED by the said The Permanent Secretary, Ministry of Health, Community Development, Gender, Elderly and Children, of P.O. Box 743, 40478 DODOMA for and on behalf of the Employer.

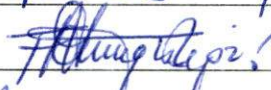
Name: Prof. MABUCA P. MUKEMBE
Signature: 
Occupation: PS
Date: 29th June, 2020.

In the Presence of
Name: MERICK E. LOVINGA
Signature: 
Designation: DIRECTOR FOR LEGAL SERVICES
Date: 29th June, 2020

SIGNED by the said Chief Executive, Tanzania Buildings Agency (TBA), P.O. Box 9542 Dar-es-salaam and on behalf of the 'Consultant'.

Name: ARCH. DAUD W. KUNDURO
Signature: 
Occupation: CHIEF EXECUTIVE
Date: 29th June, 2020

In the Presence of
Name: Arch. Kizabg Wencelaus.P
Signature: 
Designation: Ag. DCORS
Date: 29th June, 2020

In the Presence of
Name: Francis Mdunguni
Signature: 
Designation: Ag. manager legal services
Date: 29th June, 2020

SECTION- II
B: THE FINANCIAL PROPOSAL SUBMISSION FORM

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS, TRANSPORT AND COMMUNICATIONS
TANZANIA BUILDINGS AGENCY
Sokoine Drive No. 2 Opposite Karimjee Hall

Telegrams **BUILDINGS** Dar es Salaam
Telephone: 022-2117114 & 2122163
Fax: 022-2114143
Email: ce@tba.go.tz
Web site: www.tba.go.tz



P. O. Box 9542
DAR ES SALAAM

In reply please quote
Ref. No. **EA.181/419/22**

13th April, 2020

To: Ministry of Health, Community Development,
Gender, Elderly and Children,
P.O. Box 743,
40478 Dodoma
Dear Sirs:

We, the undersigned, offer to provide the consulting services for "the **Design Review, Development of Construction Documents and Supervision of Works for The Proposed Construction of EMD, OPD & Surgical Wards for Tumbi Regional Referral Hospital in Pwani Region**" in accordance with your Request for Proposal dated March, 2020 and our Technical Proposal. Our attached Financial Proposal is for the sum of Tanzania shillings **Four hundred and Twenty four Million, six hundred, and sixty three thousand and five hundred, zero cents only. (424,663,500.00Tsh)**. This amount is exclusive of local taxes, which we have estimated at Tanzania shillings **seventy six million, four hundred thirty nine thousand, four hundred and thirty, zero cents only. (76,439,430.00 Tsh)**


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

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

Name and Address of Agents	Amount	Purpose of Commission or Gratuity
None	Nil	None

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

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

Signed: 
In the capacity of: **REGIONAL MANAGER - TBA Pwani**

Duly authorized to sign the proposal on behalf of the **TANZANIA BUILDINGS AGENCY**,
P. O. Box 9542, **DAR ES SALAAM**.

Date: 14/4/2020

SECTION- III
SPECIAL CONDITIONS OF CONTRACT

Section 4: Special Conditions of Contract		
SCC Clause	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of the Contract
1	1.1(a) 1.1(d) 1.1 (k)	The Client is the Permanent Secretary, Ministry of Health, Community Development, Gender, Elderly and Children-DPP Att. Head of Building Engineer The Consultant is Tanzania Buildings Agency (TBA) The Intended Completion Date is Twelve (12) Months
2	4.3(a)	The assignment is to be completed in the following phases: Refer to the Terms of Reference.
3	6.1	Non eligible countries are: Not Applicable
	6.2	Materials, equipment and supplies used by the: Not Applicable
4	7.1	The governing language shall be English
5	11.1	The addresses for Communications and Notices are: Client : The Secretary, Ministerial Tender Board, MOHCDGEC Attention : Director of Procurement Management Unit (DPMU) Address : P.O. Box 743, 40478 DODOMA E-mail : peter.mabale2@afya.go.tz Consultant: Tanzania Buildings Agency Attention : Régional Manager Pwani Address : P.O. Box 30150 E-mail : rm.pwani@tba.go.tz

		<p>Mobile No: +255 715 223 201</p> <p>E-Mail: francismbuya@gmail.com; francis.mbuya@afya.go.tz</p> <p>For the Consultant: Régional Manager Pwani Tanzania Building Agency (TBA) Address : P.O. Box 30150 Pwani. E-mail : rm.pwani@tba.go.tz</p>
8	18.1	The effectiveness conditions are the following: Nil
9	19.1	The time period shall be Three Weeks.
10	20.1	The time period shall be Seven (7) Days
11	21.1	The time period shall be Twelve (12) Months.
12	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.
13	36.5 (a)	The number of months shall be Six (6) Months
	36.5 (b)	The ceiling on Consultant's liability shall be limited to Not Applicable
14	37.1(a)	<p>The risks and the coverage shall be as follows:</p> <p>(a) 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</p> <p>(b) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

15	39.1	The other actions are: Not Applicable.
16	41.1	<p>"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".</p> <p>"The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant."</p> <p>"Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."</p>
17	43.1	Performance Security shall be in the form of Letter of Confirmation signed by all parties in the association.
18	45.1(d)	Nil
19	51.2	The ceiling is: Not Applicable
20	52.1	The account is: Upon Specific Control Number
21	53.1	<p>The prices charged for the Services provided shall be fixed specific to the scope of works for the duration of the Contract/adjustable in accordance with the price adjustment formula detailed below. Not Applicable</p> <p>"Payments for remuneration made in accordance with GCC 51.1 shall be adjusted as follows:</p> <p>Remuneration paid pursuant to the rates set forth in Appendix F to the Contract shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> calendar month after the date of the Contract) by applying the following formula:</p>

		$R_t = R_{I_0} \times \frac{I_t}{I_{I_0}} \quad \text{\{or\}} \quad R_t = R_{I_0} \times \left[0.1 + 0.9 \frac{I_t}{I_{I_0}} \right]$ <p>where R_t is the adjusted remuneration, R_{I_0} is the remuneration payable on the basis of the rates set forth in Appendix F, I_t is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, I_{I_0} is the <i>Consumer Price Index (All Urban, as published by the Tanzania Bureau of Statistics on a regular basis, for the month of the date of the Contract"</i>.</p>
	53.2	The rates for Personnel are set forth in Appendix 6 to the Contract.
	53.3	The Reimbursable expenses are set forth in Appendix 6 to the Contract.
	54.1	<p>The modes of payment to the Consultant shall be as follows:</p> <p>15% of the contract sum after Inception;</p> <p>25% of the contract sum after completion of Design Review and Report;</p> <p>15% of the contract sum after completion of development of construction documents;</p> <p>40% of the contract sum during Construction Supervision as per agreed milestones;</p> <p>5% of the contract sum at the end of Defects Liability Period.</p>
22	56.1	The following provisions shall apply to the advance payment and the advance payment guarantee: Not Applicable

23	57.1	The Consultant shall submit to the Client itemized statements at time intervals of: Not Applicable
	57.3	The interest rate is: Not Applicable
25	77.2(a)	The place of Arbitration is: Dodoma City, within the United Republic of Tanzania

SECTION- IV
GENERAL CONDITIONS OF CONTRACT

Section 3: General Conditions of Contract

A. General

1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> (a) The "PE" 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 Agreement. (e) "Contract" means the Agreement 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. (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.
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		<p>(j) "Government" means the Government of the United Republic of Tanzania</p> <p>(k) The "Intended Completion Date" is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.</p> <p>(l) "Member" means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and "Members" means all these entities.</p> <p>(m) "Month" means calendar month</p> <p>(n) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(o) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part; and "Key Personnel" means the Personnel referred to in GCC 24.1.</p> <p>(p) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.</p> <p>(q) "Remuneration" means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.</p> <p>(r) "SCC" means the Special Conditions of Contract by which the GCC may be supplemented.</p>
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		<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	2.1	In interpreting this conditions of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.
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	In pursuance of this requirement, the Client shall:

		<p>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and</p> <p>(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;</p> <p>if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.</p>
	3.3	<p>Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.</p>
	3.4	<p>For the purposes of this Contract, the terms:</p> <p>(a) "<i>corrupt practice</i>" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private</p>

		<p>(b) 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>(c) "<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>(d) "<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>(e) "<i>coercive practice</i>" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p> <p>(f) "<i>obstructive practice</i>" means acts intended to materially impede access to required information in exercising a duty under the Contract;</p>
	3.5	<p>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.</p>

4. Interpretation	4.1	<p>Non-waiver</p> <p>(a) Subject to GCC 4.4 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract 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</p>

		(b) to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
5. Documents Forming the Contract and Priority of Documents	5.1	<p>The following documents forming the contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) The form of contract; (b) The Special Conditions of Contract (SCC); (c) The General Conditions of Contract (GCC); (d) Terms of reference; (e) Duly registered power of attorney; (f) Negotiation minutes duly signed (if any); (g) Consultant's Proposal; (h) The Appendices (1 to 7); and (i) Any other documents listed in the SCC as forming part of the contract
6. Eligibility	6.1	The Consultant's Personnel and its Sub-Consultants and its Personnel shall have the nationality of a country, other than those specified in the SCC.
	6.2	All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.

7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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 deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

	11.3	A Party may change its address by giving the other Party a notice of change of address.
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12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
14. Site	14.1	The Services shall be performed at such locations as specified in the SCC, where the location of a particular task is not so specified, at such locations as the client may require in writing.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the authorized Representatives specified in the SCC.

17. Taxes and Duties	17.1	The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.
		B. Commencement, Completion and Modification of Contract
18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination of 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.
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 agreement 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

		<p>51.2 [Cost Estimate of Services: Ceiling Amount] of the Contract; and</p> <p>(c) any other such adjustments shall only be made with the Client's written approval.</p>
	24.3	<p>If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing between the Client and the Consultant.</p>
25. Approval of Personnel	25.1	<p>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.</p>
26. Working Hours, Overtime, Leave & Holidays	26.1	<p>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.</p>
	26.2	<p>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</p>

		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.
	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

		<p>arising out of or incidental to any removal and/or replacement, and</p> <p>(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.</p>
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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.
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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.

<p>32. Consultant Not to Benefit from Commissions, Discounts</p>	<p>32.1</p>	<p>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.</p>
	<p>32.2</p>	<p>Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>

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.

	36.1	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	<p>The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of:</p> <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or (b) Plagiarism or alleged plagiarism or fronting practice by the Consultant.
	36.4	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;

		<p>(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</p> <p>(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.</p>
	36.6	In addition to any liability the Consultant may have under GCC 29 [Standard of Performance], the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29 [Standard of Performance].
	36.7	Notwithstanding the provisions of paragraph (a) of this GCC 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

<p>37. Insurance to be taken out by the Consultant</p>	<p>37.1</p>	<p>The Consultant</p> <ul style="list-style-type: none"> (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
<p>38. Accounting, Inspection and Auditing.</p>	<p>38.1</p>	<p>The Consultant shall</p> <ul style="list-style-type: none"> (a) keep accurate and systematic accounts and records in respect of the Services , in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and (b) Periodically permit the Client or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
	<p>38.2</p>	<p>The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.</p>

<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>

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

<p>42. Proprietary Rights on Equipment and Materials Furnished by the Client.</p>	<p>42.1</p>	<p>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.</p>
<p>43. Performance Security</p>	<p>43.1</p>	<p>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.</p>

44. Liquidated Damages	44.1	<p>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 amount equivalent to the Performance Guarantee, the Client may terminate the Contract, without prejudice to other courses of action and remedies open to it.</p>
		<p>E. Obligations of the Client</p>

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	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 agreement 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].
48. Services, Facilities and Property of the Client	48.1	The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
	48.2	In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 51.3 hereinafter.

49.Payment	49.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC 51 to 58 [Payments to the Consultants] of this Contract.
50.Counterpart Personnel	50.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
	50.2	<p>If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on</p> <ul style="list-style-type: none"> (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3 [Cost Estimate of Services: Ceiling Amount].
	50.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied 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 58.1.
	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	<p>Subject to the ceiling specified in GCC 51.2, the Client shall pay to the Consultant</p> <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	<p>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.</p>
	53.3	<p>Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.</p>
	53.4	<p>The remuneration rates referred to under Clause 53.1(a) above shall cover:</p> <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	<p>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 1/30th of a month).</p>

54. Modes of Payment	54.1	Payments in respect of the Services shall be made as specified in SCC 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	<p>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.</p>
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	Fundamental breaches of the contract shall include but shall not be limited to, the following: (a) If the Consultant fails to remedy a failure in the performance of their obligations, as specified in a notice of suspension

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

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 agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (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	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.
	70.2	Force Majeure shall not include any: <ul style="list-style-type: none"> (a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations .
	70.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required.

71.No Breach of Contract	71.1	The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
72.Measures to be taken on Force Majeure	72.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	72.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	72.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	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</p>

		Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
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<p>73.Cessation of Rights and Obligations</p>	<p>73.1</p>	<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.
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74.Cessation of Services	74.1	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].
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75.Payment upon Termination	75.1	<p>Upon termination of the Contract pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 69 [Termination because of Force Majeure], the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) remuneration pursuant to GCC 53.2 [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 (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>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	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 77 [Settlement of Disputes].
77. Settlement of Disputes	77.1	<u>Amicable Settlement</u> (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.
	77.2	<u>Arbitration</u> (a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the provisions and the place specified in the SCC.

SECTION- V
NOTIFICATION LETTER OF AWARD

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

Telegrams: "AFYA", DODOMA
Telephone: +255 026 2323267
Fax No.
(All letters should be addressed



City Road-Mtumba,
Health Road,
P.O.BOX 743
40478 DODOMA.
30th June, 2020

Ref. CAB 209/549/01M/117

Chief Executive,
Tanzania Buildings Agency (TBA),
P.O. BOX 902,
DODOMA.

RE: DESIGN REVIEW, DEVELOPMENT OF CONSTRUCTION DOCUMENTS AND SUPERVISION OF WORKS FOR THE PROPOSED CONSTRUCTION OF EMD, OPD & SURGICAL WARDS FOR TUMBI REGIONAL REFERRAL HOSPITAL IN PWANI REGION (TO BE IMPLEMENTED THROUGH A FORCE ACCOUNT METHOD)

SUB: NOTIFICATION LETTER OF AWARD

1. This is to inform you that, Ministerial Tender Board through Circular Resolution dated 05th June, 2020 awarded you a contract for the above mentioned tender for **Design Review, Development of Construction Documents and Supervision of Works for The Proposed Construction of EMD, OPD & Surgical Wards for Tumbi Regional Referral Hospital in Pwani Region** at a total contract cost of **TZS.524,206,917 (Say; Tanzanian Shillings; Five Hundred Twenty Four Million Two Hundred Six Thousand Nine Hundred Seventeen) Only VAT inclusive** for a period of twelve (12) months after site handing over/possession.
2. This followed the Negotiation meeting made between Ministry of Health, Community Development, Gender, Elderly and Children and you (Tanzania Buildings Agency (TBA), held on 29th May, 2020 and the subsequent reached mutual agreement, Pursuant to the Provision of Section 76 of Public Procurement Act (2011) and Regulation 225(3) of the Public Procurement Regulation (2013).
3. You are required to acknowledge the receipt of this letter of award and confirm your acceptance. The letter of acceptance should reach the Office of the Secretary to the Tender Board within four (4) days from the date of this letter.

With regards,

A handwritten signature in black ink, appearing to read 'me an b'.

Edward N. Mbanga
ACTING PERMANENT SECRETARY (HEALTH)

Copy: Chief Executive Officer,
Public Procurement Regulatory Authority,
P.O. Box 49,
DAR ES SALAAM.

" Controller and Auditor General,
P.O. Box 9080,
DAR ES SALAAM.

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

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

" Regional Manager,
Tanzania Revenue Authority,
P. O. Box 679,
DODOMA.

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

SECTION- I
BIDDER'S LETTER OF ACCEPTANCE

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS, TRANSPORT AND COMMUNICATION
TANZANIA BUILDINGS AGENCY
Sokoine Drive No. 2, Opposite Karimjee Hall

Telegram "BUILDINGS" Dar es

Telephone: 022-2117114 &

Fax: 022-2114143

E-mail: ce@tba.go.tz Web site:
www.tba.go.tz In reply please
quote:

Ref. No. EA. 181/419/22/111



Salaam.P.O. Box 9542,
2122163Dar es Salaam.

30th July, 2020

Permanent Secretary (Health),
Ministry of Health, Community
Development, Gender, Elderly and
Children,

City Road — Mtumba,
Health Road,
P.O.Box 743,
40478 DODOMA

RE: DESIGN REVIEW, DEVELOPMENT OF CONSTRUCTION
DOCUMENTS

AND SUPERVISION OF WORKS FOR THE PROPOSED
CONSTRUCTION

OF EMD, OPD & SURGICAL WARDS FOR TUMBI REGIONAL
REFERRAL HOSPITAL IN PWANI REGION (TO BE
IMPLEMENTED THROUGH FORCE ACCOUNT METHOD)

Sub: Acceptance Letter

Reference is made to the subject matter above and your letter with Ref. No. CAB
209/549/01M/117 dated 30th June, 2020 which was received on 28th July, 2020.

This is to notify you that Tanzania Buildings Agency (TBA) has accepted the award for the Design Review, Development of Construction Documents and Supervision of Works for the Proposed Construction of EMD, OPD & Surgical Wards for Tumbi Regional Referral Hospital in Pwani Region at the Contract price of TZS. 524,206,917/= (Five Hundred Twenty Four Million, Two Hundred Six Thousand, Nine Hundred and Seventeen only) VAT inclusive for a period of twelve (12) months after site handing over/possession and as per terms and conditions of the agreement.

We assure you that, will work diligently to meet your expectations.

Thank you for your cooperation.



Said R. Mndeme
ACTING CHIEF EXECUTIVE

Copy:

Regional Manager Tanzania
Buildings Agency (TBA)
P.O.Box 30150
KIBAHA-PWANI.

Chief Executive Officer,
Public Procurement Regulatory Authority,
P.O. Box 49,
DAR ES SALAAM.

Controller and Auditor General,
P.O. Box 9080,
DAR ES SALAAM.

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

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

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

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

SECTION- VI
THE APPENDICES

APPENDIX 1: TERMS OF REFERENCE

Terms of Reference

1.0 Introduction

- 1.1 The Ministry of Health, Community Development, Gender, Elderly and Children has allocated Development Fund towards the cost for Hospital Infrastructures Development projects for Financial Year 2019/20. Now the Permanent Secretary intends to apply part of the funds to cover for eligible payments under the contract for carrying out a
- 1.2 The scope of the assignment shall include the following:
To Design Review, Development of Construction Documents and Supervision of Works for The Proposed Construction of EMD, OPD & Surgical Wards for Tumbi Regional Referral Hospital in Pwani Region.
- 1.3 Currently, the MOHCDGEC has adequate areas in the stated Regional Referral Hospital to be utilized for the construction of the intended facilities.

2.0 OBJECTIVES

- 2.1 The MOHCDGEC is sourcing for the consultancy services from a well reputable Public Institution having good records in delivering architectural and engineering designs, pre-contract services as well as construction management and supervision services.
- 2.2 A Firm will undertake the assignment and advice on the hospital and medical services to be carried out in respective building to support the project and determine its viability in relation to investment costs versus health services attached thereon towards the demand of health services within the Region and neighboring Regions.

2.1 General Objective

The objective of the assignment is to review the design to conform to the Guiding standards established by the MOHCDGED released in 2017,

development of construction documents for the **Proposed Construction Works.**

2.2 Specific Objectives

Specific objectives of the assignment shall entail the following;

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

2.0 Scope of assignment and the Terms of Reference

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

a) Phase I-Design Review of the Guiding Drawings and production of construction documents

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

The finished product that is the building (s) should possess value - for - money and fully delivered within the available budget and given time which will be discussed before guiding on post contract activities.

- ii). To carry out the Design Review comprising of the production and submission of drawings and all necessary details for; Architectural and

- iii). Engineering Designs including Structural Design, Electrical Services, Plumbing and Services, Mechanical Installation, ICT, Cooling systems, fire detection and alarm systems and the like.
- iv). To agree with the Client on all relevant issues pertaining to the works to be executed.
- v). Getting Client's approval for each and every stage attained both during review stage and supervision stage.
- vi). To preparation and submit tentative Program of Work confined into two (2) weeks from the receipt of these TOR for undertaking the Pre-Contract stage as stated in (i & ii) above to complete this phase assignment.
- vii). Studying thoroughly (i.e. analyze) the given guiding information including drawings and come up with any recommendations for improvement.

b) Phase II - Construction Management and Supervision Phase

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

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

- i). Prepares a comprehensive Program of Works to guide the progression of the works execution to the determined implementation duration of the project.

- ii). Provision of technical professionalism and consultancy requirements for the project in line with the Hospital Requirements and not otherwise.
- iii). Defines the scope of the works to be executed.
- iv). Defines the methodology for effective and efficient construction supervision and controls of the project.
- v). Defines the milestones of the projects, specifically showing significant stages, timings and events during construction that will enable the client to plan for the Building requirements of the project.
- vi). Defines Quality Control Mechanisms.
- vii). Defines the construction duration of the project.
- viii). Prepares cost of materials, labour and transportation of materials which is to be included in the Schedule of Materials.
- ix). Identify and show all risks to the project and propose mitigation measures.
 - x). Prepares schedule of site meetings preferably on monthly bases.
 - xi). Prepares schedule of technical meetings for the project.
- xii). Propose and prepares schedule for stakeholders meetings, preferably on quarterly bases.

- xiii). Prepares as built drawings of all installations to the project.

Note: All documents listed above should be submitted to the Client for **APPROVAL** prior to final submission of the documentations.

3.0 PROJECT ADMINISTRATION

The appointed committee of staff from the Client will administer the project during preparation of the feasibility study and business plan and will be obliged to provide the necessary information as will be requested by the consultant.

4.0 Reporting and Deliverables

4.1 Progress Reports: (6 copies)

These shall be prepared at month 5 and month 6 after the Effective Date and shall detail work performed during the reporting period. The first Progress Report under this Phase shall essentially include the status of mobilisation and the Consultant's work plan indicating any constraints that may impede the progress of the design. The second report shall contain preliminary findings and conclusions based on the analysis substantially completed and shall also identify actual and anticipated constraints that may affect the progress of the assignment, their causes and the proposed remedies.

4.2 During Pre-Contract Stage

The client is delighted prior to the proceeding phase and payments to the consultant, to receive the following in softcopy editable formats and three copies of hardcopies;

- i). Set of all designs sets for pre-contract submissions and post contract construction supervision services.
- ii). All submissions shall be in both hardcopy and softcopy in the editable formats as defined herein.
- iii). All designs should be submitted in hardcopies and softcopies in both CAD and PDF formats for drawings All Bills of Quantities and Schedule of Materials should be submitted in Excel and PDF formats both in Blank and Priced Documents.
- iv). All hardcopies should be submitted in **three** originals and **one** copy.
- v). Submission of any other required information as shall be needed for enabling the project development.
- vi). As-Built Drawings shall be submitted within twelve weeks after the date of the substantial completion of project.
- vii). Any payment eligible to the consultant should be justified by the relevant submissions above.

4.3 During construction supervision stage

The Consultant shall prepare and submit to Client reports and documents listed below, in English, and in a format acceptable and approved by the Client in hardcopies according to the numbers indicated under the respective reports. Each hardcopy shall be accompanied with an electronic copy saved in a CD. Electronic copies shall be in editable formats in Word, Excel and Adobe Acrobat/PDF format or any other format which is acceptable by the client and not otherwise. All identified reports and documents relevant to these services, including maps, field survey notes, are patented to and properties of the Client.

4.3.1 Inception Report

The Consultant shall prepare an Inception Report Five (5) days after the commencement date of this assignment. This report shall include results of the review of the given guiding drawings, any modifications thereto, status of the consultant and any other matter requiring the Client's action. This report shall be prepared and submitted with four (4) copies to the Client.

4.3.2 Monthly Progress Reports

The Consultant shall prepare progress reports every month within five (5) days after the end of each reporting period for the duration of the Supervision Contract. These are to be submitted in 4 copies and should reach the Client not later than 15 days after the end of the month being reported on.

These reports shall cover:

- i) Summary of relevant Consultant's and Contractor's Contract data, both financial and physical status.
- ii) Physical and financial progress of the Works and comparisons with as-scheduled.
- iii) Works Progress, in tabular and graphical form

- iv) Quality Control of the specifics in the construction progressions.
- v) Environmental, health and safety issues and mitigation measures
- vi) Discussion of major challenges and recommendations to address the affecting challenges.
- vii) Program for the preceding month, and revised program for the completion of the Project, if any
- viii) Cash flow forecasts
- ix) Schedules of variations orders and claims

- x) Activities of the Consultant
- xi) Activities of the Contractor
- xii) Weather information and charts,

- xiii) Information on the required equipment, personnel and materials on site for the works.
- xiv) Minutes of site meetings, Technical meetings, Management meetings and other meetings as shall be found necessary for the successful implementation of the project.
- xv) Progress photographs

4.3.3 Detailed Progress Reports

All submittals of the consultant shall be prepared and submitted on monthly and Quarterly basis in a detailed progress report with financial appraisals (updated cost) of the Works Contract being prepared and submitted on Quarterly basis, implementation schedules and substantiate any request related to additional funding, if such is needed to full completion of the project. Four (4) copies of the report shall be sent to the Client.

4.3.4 Final Completion Report

Within one month after completion of the Works, the Consultant shall submit the final report in four (4) copies to the Client not later than one month after the substantial completion of construction works. The report

should enable the Client in the future to know the type, quality and quantity of materials used and all information which together with the as-built drawings (original and 4 copies) and specifications will help the Client in the maintenance of the Building.

The Final Report shall include not limited to the following:

- i) Summary of the principal difficulties/challenges encountered during construction and the means employed to overcome them
- ii) Changes (if any) made in the original designs, modifications to specifications and conditions of contract,
- iii) Financial and physical summary of the Works including but not limited to:
 - Details of the overall project costs (construction and supervision) with justification
 - For any significant differences with the original costs and
 - Utilization of provisional and price variation and physical contingencies sums, cumulative monthly payments to the Contractor, by date and number of payment certificate and break down into foreign and local currencies and including a similar payment schedule for supervision services.
- iv) Summary of contract data and variation orders;
- v) Assessment of claims by the Contractor;
- vi) Consultant's report;
- vii) Set of As Built Drawings in the formats described in para 4.3 (ii) above.
- viii) Relevant comments on the Project that may help in the future implementation of similar projects;
- ix) Approval of the Contractor's submission of As-built drawings in both pdf and source data format;
- x) Important Project records, properly indexed and presented as annexes to the Main Report and all data in pdf form on CDs
- xi) Progress Photos album in hard copy and electronic formats.

- xii) List of the **lessons learnt** in terms of Contract Management-Scope, Cost, Time and Quality Control management by all parties involved into the project as acknowledged during execution of the works that would assist the Client to nurture well the coming projects.

4.3.5 Special Reports

In addition to the above reports, the Consultant shall prepare and submit to Client other reports as shall be demanded by the employer at any given period of time.

4.3.6 Additional Services

The Consultant shall provide any other additional services if so requested by the Client, at rates and under conditions applicable in the Supervision Contract.

4.3.7 Defects Liability period

The Consultant tasks shall include but not limited to:

- i) To ensure the contractor prepares and submit as-built Drawings
- ii) To ensure that as-built Drawings are prepared and submitted as agreed...

- iii) To secure/compile Maintenance and Operational Manuals, Occupation Permits, fire protection certificates and factory inspector's certificates for the proper commissioning of the completed/built premises.
- iv) To prepare Final Account for the project.
- v) To prepare schedule of Defects and supervise rectification Works.

- vi) To prepare Final Completion Report.
- vii) To prepare maintenance schedule for the building

5.0 Remuneration for the assignment

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

6.0 Payments

5.1 The consultant's fees shall be a lump sum entailing the broken down details of the items covering all expenses, salaries, wages, travel expenses, documents etc. There shall be no extra payments in the event of currency exchange fluctuations, tax changes or price increase, it is a solely Fixed Contract.

5.2 Payments shall be made prorata to the contractor's performance and quantum of the works executed analysed on monthly basis unless specified otherwise during negotiation process.

5.3 All payments shall be due within sixty (60) days of the receipt of the proper invoice and relevant documents, and within ninety (90) days in the case of the Final Payment.

5.4 There shall be no any penalty imposed on late payments made by the Client.

7.0 Prohibitions to the consultant

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

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

8.0 Responsibilities and Obligations of the Client

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

7.1 Documents and information

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

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

Permanent Secretary,

Ministry of Health, Community Development, Gender, Elderly and Children,

Att. Eng. Francis R. Mbuya

NHIF Tower, next to Treasury Square,
6th Floor,

Mobile Number: +255 715 223 201

E-mail: francismbuya@gmail.com

7.2 Coordination, Monitoring, Liaise and Assistance

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

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

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

7.3 Decisions

- 7.3.1** The Client shall review and make decisions on all Consultants' recommendations and other matters properly referred to him by the Consultant and avail rational decision within reasonable time so as not to impede the design and supervision processes and timing.
- 7.3.2** In the event of serious non-performance on the consultant's side and prior to any amicable settlement, the Client's Building and Engineering Unit will assume full responsibility of supervising the works.
- 7.3.3** The Consultant shall at no reservation submit to the Client all project's documents within seven (7) days from the date in communication being it verbally or in a written form of the client's dissatisfaction of the consultant's performance.

9.0 Responsibilities of the Consultant

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

8.1 Professionalism

- 8.1.1** The Consultant shall exercise all due skill, care and diligence in the performance of his/her services and shall carry out responsibilities in accordance with recognized professional standards.
- 8.1.2** The Consultant shall take into account all (relevant) comments from the Client, other Government authorities and non-government agencies and shall be responsible for the accuracy of the works execution.

8.1.3 The consultant should promptly attend any call overs of the Client or on-calls from the contractor within a very short period of time to solve the pertaining issues in order to avoid any kind of delays to the project.

8.1.4 Consultant shall ensure there at any point of time adequate manpower is provided to undertake and complete the assignment within the agreed schedule.

8.1.5 The consultant should always bare into mind that, the project duration is utmost fixed and no any time beyond the contract period shall be entertained.

10.0 Copyright and Ownership

9.1.1 Copyright of the whole works concerned to this assignment with and including all documents prepared by the Consultant in connection with the Agreement rests on the ownership of the Client.

9.1.2 The Consultant may make copies of such documents but shall not use the contents thereof for any purpose unrelated to the services without prior to the written approval from the Client.

11.0 Client's Inputs/Comments

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

12.0 Equipment, vehicles and materials

11.1.1 Equipment, vehicles and materials endowed by the Client to the Consultant by the Client or purchased by the Consultant with funds wholly supplied or reimbursed by the Client shall be the property of the Client and shall be so

marked and return unconditionally to the Client after the completion of the project.

11.1.2 Upon completion or termination of the services, the Consultant shall return and furnish to the Client inventories of vehicles, all the equipment and materials referred to (11.1.1) above.

13.0 Activity Schedule

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

14.0 PROFESSIONAL STAFF

The assignment requires deployment of a mix of skills to facilitate a balanced assessment and analysis of the facts regarding the requirements of the project. It is therefore anticipated that at a minimum the assignment should draw expertise of experienced professionals in Project Management/Economics/Business/Management Sciences,

architect, quantity survey and engineering. The proposed personnel should be registered by a recognized professional body, and possess requisite professional experience, preferably not less than 10 years in similar assignments.

The professional staff to be provided by the Consultant is estimated at 6. Team Leader/Project Director, Structural/Civil Engineer; Quantity surveyor, Materials Engineer, Land/Topographical Surveyor, and Electrical/Mechanical Engineer. The services are anticipated to be completed within **Six (6) months excluding of the Defects Liability Period (DLP)**. From the Contract Effective Date. The duties/responsibilities and qualifications of the key staff are as indicated below:

i) Team Leader /Project Architect

The Team Leader shall be responsible for carrying out conceptual work to detailed design general supervision from physical inspections to site inspection to site meetings. Review town planning drawings, coordination of preparation of Bills of Quantities and shall be the principal contact person between the Consultant's team and the Client.

The Team Leader/ Project Architect must be a Registered Architect/Engineer with a degree in Architecture, Civil/Structural Engineering or an equivalent qualification. Postgraduate qualifications in Architect/Civil Engineering are an added advantage. He/she must have at least 15 years of cumulative experience related to building studies and designs. He/she must have served in a similar capacity on at least five (5) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 5 years in sub-Saharan Africa. Fluency in written and spoken English is mandatory.

ii) Structural/ Civil Engineer

The Structural/Civil Engineer shall be responsible for the preliminary design of drawings detailed engineering design drawing bills of quantity and construction supervision.

He/she must be a registered Structural/Civil Engineer with Engineers Registration Board with a degree in Structural/Civil Engineering or an equivalent qualification. Postgraduate qualification in Building/Structural Engineering is an added advantage. He/she must have a minimum of ten (10) years' experience in studies and detailed design of building/structures. He/she must have served as a Building/Structural Engineer on at least five (5) building projects of similar magnitude and complexity involving design of buildings, roads and bridge within the last 10 years. In addition, he/she must have a working experience of at least 5 years in Sub-Saharan Africa. Fluency in written and spoken English is mandatory.

iii) Quantity Surveyor

The Quantity surveyor shall be responsible for all quantity surveying duties including attending site meetings, site inspections, and valuation financial report, bid documentation, payments certificates and preparation of final accounts.

He/she must be a registered in board of Quantity surveyor and Architect with an advance degree diploma in Quantity surveyor or equivalent qualification. A postgraduate qualification in Quantity surveyor is an added advantage. He/she must have a minimum of ten (10) years of specific experience in quantity surveying duties. He/she must have served as Quantity surveyor on at least five (5) building projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience of at least 5 years in Sub-Sahara Africa. Fluency in written and spoken English is mandatory.

iv) Bio-medical Engineer

Degree in Bio-medical Engineering with 10 years or more experience in hospital projects. He/she must have served in similar capacity for at least 10 years with appropriate knowledge in Designing medical equipment requirements and gas supply systems in hospitals.

v) Land/Topographical Surveyor

The Senior Topographical Surveyor shall be responsible for conducting and supervising the survey team. He/she will be responsible for planning of the fieldwork, select known survey reference points, and determine the precise location of important features in the survey area. He/she shall be responsible for searching legal records, look for evidence of previous references survey points (geodetic reference points and national benchmarks) and analyse the data to determine the location of boundary lines and record the results of the survey, verify the accuracy of data, and prepare plans, maps, and reports.

The Topographical Surveyor shall be a holder of a degree in land surveying or equivalent. Post graduate qualifications in surveying is an added advantage He/she must have at least six (6) years of cumulative experience related to Land surveying activities. He/she must have served as a Topographical Surveyor on at least two (2) projects of similar magnitude and complexity within the last 10 years. In addition, He/she must have at least 3 years working experience in Sub Sahara Africa. Fluency in written and spoken English is mandatory.

vi) Clerk of Works

The Clerk of works shall be responsible for day to day supervision of ongoing works. He/ she will be responsible for preparing site

daily/weekly/ monthly reports or as he/she will be directed by the superiors. He/she will be attending site meetings, site inspections and prepare minutes or reports when required. Will ensure quality assurance programme as per design standard and codes. Checking and approving setting out.

Ensure that all materials testing has been done by the contractor and reports submitted to the consultant's office. Make sure that all site records were kept well and followed accordingly. Inspecting all reinforcement and approved them for concreting. Ensure that proper site personnel as was included in the Contractors Contract were available on site. Assess the Contractors Claims and advise the Office on issuance of payments certificates to the contractors. Issue site instructions to the Contractor when there was a necessity, and checking the quality of workmanship.

He/she must be a registered Architect/Quantity Surveyor/Structural/Civil Engineer with Engineers Registration Board with a degree in Structural/Civil Engineering or an equivalent qualification. Postgraduate qualification in Building/Structural Engineering is an added advantage. He/she must have a minimum of six (6) years' experience in studies and detailed design of building/structures. He/she must have served in the site

environments for at least five (5) to the building projects of similar magnitude and complexity involving design of buildings within the last 5 years and shall be procured by the employer. In addition, he/she must have a working experience of at least 3 years in Sub-Sahara Africa. Fluency in written and spoken English is mandatory.

vii) Electrical/Mechanical Engineer

The Electrical/ Mechanical Engineer shall be responsible for design and supervision of all Electrical/Mechanical works.

The Electrical/Mechanical Engineer shall be a holder of a degree in Electrical/Mechanical or an equivalent qualification. Post-graduate qualification in Electrical/Mechanical Engineering is an added advantage. He/she must have at least six (6) years working experience related in Electrical/Mechanical works. He/she should have served as an Electrical/Mechanical Engineer on at least two (2) Building projects of similar magnitude and complexity within the last 10 years. In addition, He/she must have at least 3 years working experience in Sub Sahara Africa. Fluency in written and spoken English is mandatory.

viii) ICT Engineer

ICT Engineer shall be responsible for designing LAN and other ICT Systems specific for hospital facilities. He/she should be well knowledgeable and able of designing and supervising ICT infrastructure development into the building.

The ICT Engineer shall be a holder of a degree or equivalent in ICT engineering. He/she must have at least 5 years working experience in works related to ICT engineering and managing his/her subordinates. He/she must have served in similar position on at least two (2) hospital projects development. Adequate working experience in Tanzanian environment with specifics in Hospital Facilities Development. Fluency in both written and spoken English is essential.

ix) Environmentalist

The Environmentalist shall be responsible for carrying out an environmental impact assessment of the project and prepare corresponding Environmental Management Plan (EMP) in order to minimize any negative impacts that the project will have on the environment.

The environmentalist shall have a degree in environmental management or related discipline. He/she shall have at least 5 years of cumulative years working experience related to Environmental Impact Assessment in Hospital Facilities Development projects. He /She must have served on a similar position in at least two (2) projects of similar nature. Experience in environmental management in sub-Sahara Africa and fluency in both written and spoken English is essential.

x) Sociologist

The Sociologist shall be responsible for conducting the social impact assessment in the corridor of impact and prepare mitigating plans and Resettlement Action Plan (RAP) in order to minimize any negative impacts that the hospital complex project will have on the people within the project area. Furthermore the sociologist will be responsible for identification of potent locations and propose facilitation of trade as a measure to prevent vendors from the common practice of encroaching the development scheme area.

The sociologist shall be a holder of a degree in Social Sciences or equivalent. He/she must have at least 5 years working experience related to Social Impact Assessment with sound knowledge of social issues, initiatives, and managing mitigation measures. He/she must have served in similar position on at least two (2) hospital projects and town related development. Fluency in both written and spoken English is essential. Previous experience in sub Saharan Africa and Knowledge in Swahili language is essential.

xi) **Town Planner**

Degree in Planning/Building Economics with 5 years or more experience in similar projects. He/she must have served in similar capacity for at least 5 years.

Apart from the above listed key staff the Consultant is required to provide necessary support staff with appropriate qualifications for the successful implementation of the assignment. The Cost for support staff must be covered in the rate quoted for the key Staff.

6.13 TIMING

The services will be deemed to have been commissioned after the formal signing of the agreement with the Client.

The following time frame/schedule (in months) shall be adhered to in carrying out the study. As such the various deliverables shall be submitted not later than the dates shown below:

Phase I: Review of Construction Documents and Detailed Engineering Design

- Commencement of the Detailed Design -M + 4.0
- progress report -M + 4.0
- Draft Final Construction Documents & Engineering Design Report including:
 - Cost estimates (BoQ & Schedule of Materials) -M +4.0
 - Comments by Client -M +1.5
- Final Report and Construction Documents -M +3.5

Phase II: Supervision of Construction Works

- Commencement of the Supervision works -M + 12.0
- Progress report -M + 12.0
- Final accounts -M + 6.0

15.0 METHODOLOGY AND CONSULTANCY METHODS

15.1 The methodology shall include not limited to;

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing.
- a) **Technical Approach and Methodology.**

Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.

b) Work Plan

Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents,

including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.

c) Organization and Staffing

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared.

The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.].

15.1.A Performance Integrity

The consultant shall perform his services/work in accordance with the provisions of the Contract and in line with the best professional practice. The consultant shall work closely with the client throughout

the duration of the assignment it is crucial that all project activities are undertaken in close consultation with the client. All communications by the consultant shall always be shared with/copied to the client in full.

However, this shall not change the fact that the consultant alone is ultimately responsible for the performance of his work/responsibilities. The consultant is expected to provide his services in accordance with this contractual responsibility as well as the best professional practices, the consultant should take note of the fact the ToR are not intended to be

exhaustive but just to show the minimum requirements for desired services/output.

Consultancy shall be selected based on Public Procurement Act, 2011, G.N 446 regulation 260, Selection based combined technical quality and price consideration. In the selection procedure based solely on technical quality, the firm which has submitted the best technically acceptable proposal shall be the first to be invited for negotiations. The financial proposal shall be opened in the firm's presence and its contents examined.

APPENDIX 2: KEY EXPERT

ENGINEERS REGISTRATION BOARD
TANZANIA



Certificate
of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that
Mohamed H. Mohamed

having satisfied the requirements for registration as a

PROFESSIONAL ENGINEER

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the 16th day of May, 2012

in the discipline of **Electrical and Electronics engineering**

and was given registration number **3382**

Sealed and given under our hands at Dar es Salaam

this 11th day of June 2012

[Signature]
Eng. S. D. M. Motele

Registrar

[Signature]
Eng. Dr. K. W. Salew

Board Member

Eng. Prof. N. M. Lema
Chairman

Not valid without photomorph of the bearer and practicing certificate

The National Examinations Council of Tanzania



Advanced Diploma in Engineering

This is to certify that DANIEL M. JERSEY

Index No. 0001-0002

of Durus Salaam Institute of Technology

sat for the Advanced Diploma

in MECHANICAL ENGINEERING


held in May 2000

and qualified for the award of this Advanced Diploma

certified True Copy of the Original
Date: 16/2010
ANGELICA MATHSW LUBANGO
Notary Public & Commissioner
for Ombudsman


Chairman




Executive Secretary

Not valid without a hologram.
This is a secure document using
advanced security features.
Hold this document to the light
and verify a Glare effect can be seen.

TD No 004114

ENGINEERS REGISTRATION BOARD
TANZANIA



Certificate
of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

Daniel M. Jersey

having satisfied the requirements for registration as a

GRADUATE TECHNICIAN ENGINEER

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the 20th day of February, 2001

in the discipline of Mechanical engineering

and was given registration number 148

Sealed and given under our hands at Dar es Salaam

this 9th day of March, 2001

[Signature]
Registrar

[Signature]
Board Member

[Signature]
Chairman

Certified True Copy of the Original
Done at Dar es Salaam, Date: 16/2/2001
ANGELICA MATHWU LUBANGO
Advocate, Notary Public & Commissioner
for Oaths

ENGINEERS REGISTRATION BOARD

TANZANIA



Certificate

of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

Jasper B. Lugemaria

having satisfied the requirements for registration as a

PROFESSIONAL ENGINEER

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the **09th** day of **March, 2012**

in the discipline of **CIVIL** engineering

and was given registration number **3355**

Sealed and given under our hands at Dar es Salaam

this **10th** day of **April, 2012**

[Signature]

Eng. S. D. M. Mjiba

Registrar

Eng. Prof. N. M. Lema

Chairman

[Signature]

Eng. Dr. K. W. Salami

Board Member

[Signature]

Not valid without photograph of the bearer and practising certificate

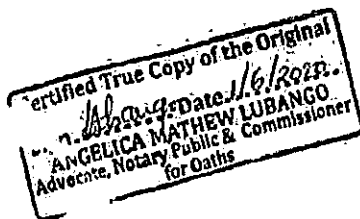
Valid True Copy of the Original
16/8/2022
Mwanga Daudi
ANSELMA KATHREW LUBANCO
Advoc. & Notary Public & Commissioner
for Oaths

Southwest University

THE PEOPLE'S REPUBLIC OF CHINA

Certificate of the Master's Degree

This is to certify that ... Jasper B. Lugemarla ...
native of Tanzania, born on Oct. 26, 1960 ...
has satisfactorily fulfilled the requirements as stipulated for the
postgraduate program specializing in Structural
Engineering and is hereby granted the degree of
master of Engineering
in accordance with the Regulations on Academic Degrees of the People's
Republic of China.



GU Guangjun

Chairman of Academic Degree Committee

Certificate No. 102863980010

(English version)

Date Apr. 30, 1998

UNIVERSITY OF DAR ES SALAAM



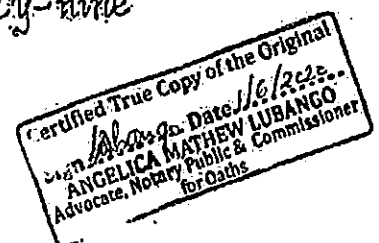
THIS IS TO CERTIFY THAT

Jasper Bainomugisha Joseph Lugemariila

having satisfied the requirements for the
award of the

DEGREE OF
BACHELOR OF SCIENCE IN ENGINEERING

WITH HONOURS Second Class - Upper Division
was admitted to the degree at a Congregation
held in DAR ES SALAAM, on the
twenty-sixth day of August
in the year, *nineteen hundred and eighty-nine*



[Signature]

Vice-Chancellor

[Signature]

Chief Academic Officer

Curriculum Vitae (Daniel Msuya Jersey)

1	POSITION	MECHANICAL ENGINEER-II (Ag. Manager-Plants & Machineries)			
2	NAME OF PERSON	DANIEL MSUYA JERSEY			
3	DATE OF BIRTH	10 TH OCTOBER 1973			
4	NATIONALITY	TANZANIAN			
5	CONTACTS	Email: daniei.msuya@tba.go.tz Cell: +255 767 871031, WhatsApp: +255 757 480115			
6	MEMBERSHIP IN PROFESSIONAL SOCIETIES	ENGINEER'S REGISTRATION BOARD (GRADUATE TECHNICIAN ENGINEER) • Registration No. GTE 148.			
7	EDUCATION	DAR ES SALAAM INSTITUTE OF TECHNOLOGY (DIT) - ADVANCED DIPLOMA IN MECHANICAL ENGINEERING (1997-2000)			
8	OTHER TRAINING	<p>i. Attended 11 months Course on Advanced Professional Training on Instruments of Environmental Management for East Africa in Germany (August, 2003 -June, 2004)</p> <p>ii. Attended Practical Training on plastics processing at Technlcal University of Clausthal, Institute for Polymer Science and Plastics Processing - Germany (April-May 2003)</p> <p>iii. Attended an Induction Course for 7 days on Development of Modern Abattoir Standards and Operations at various facilities at New Delhi-India, March, 2015</p> <p>iv. Attended Various on job training (CATERPILLAR SPECIAL PROGRAMS) on;</p> <ul style="list-style-type: none"> • Olympian-Engines, ACERT Engines, C-Series Engines • Service Information System (SIS) • Caterpillar Product line & CAT Parts Program • Diagnostic Information for Caterpillar Electronics Control • Maintenance Procedures, Service Report • Service Information management System (SIMS) • Hydraulic Systems and Hydraulic oils, S.O.S Analysis, Fuels and engine fuel systems. 			
9	LANGUAGE DEGREE AND OF	Language	Speaking	Reading	Writing
		SWAHILI	Excellent	Excellent	Excellent

ARCHITECTS AND QUANTITY SURVEYORS REGISTRATION BOARD
CERTIFICATE OF REGISTRATION



This is to certify that

Kizaba W. Patrick

Is registered as *an Architect*

With registration number *AL 300.544.12/10*

In accordance with the provisions of the Architects and Quantity Surveyors
(Registration) Act No. 4 of 2010.

In witness whereof the common seal has been affixed hereto on this day of
20 December 2010

Amthwakye
Chairperson

[Signature]
Member

[Signature]
Registrar

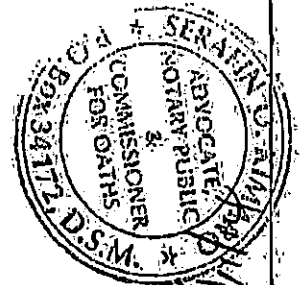
This certificate is held subject to the provisions of the Act,
under the Act.

No: *Co. 850*

Certified as true copy of the Original
[Signature]



ARDHI UNIVERSITY



This is to certify

that

Wencelous Patrick Kizaba

having satisfied the requirements for the award of the

BACHELOR OF ARCHITECTURE

Lower Second

was admitted to the degree at a congregation

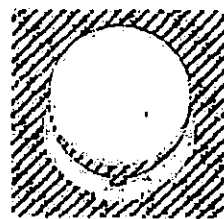
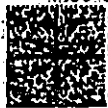
held in DAR ES SALAAM, on the

Twenty Second day of December.

in the year Two thousand and seven.

John B. Mahoro

Vice-Chancellor



[Signature]

Deputy Vice-Chancellor
(Academic Affairs)

BARCH000015

Certified as true copy of the Original

u



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT

ARDHI INSTITUTE MOROGORO

Certified True Copy of the Original
Date: 16/2/2011
ANGELICA MATHEW LUBANGO
Advocate, Notary Public & Commissioner
for Oaths

ari No. D. 242

This is to certify that

ANTIPAS A. TAIRO

having complete the two - years course and satisfied the requirements

for the award of the

Diploma in Land Surveying
FIRST CLASS

was admitted to the Certificate at a congregation held in Morogoro

on the 18th day of

APRIL

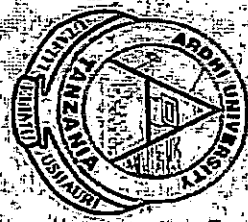
in the year 2011

J. M. Mwandira
CHAIRMAN OF THE BOARD



[Signature]
PRINCIPAL

ARDHI UNIVERSITY



This is to certify

that

Stephan A. Juma

having satisfied the requirements for the award of the

BACHELOR OF SCIENCE IN GEOMATICS

Lower Second

was admitted to the degree at a congregation held in DAR/ES-SALAM, on the

Special Day of December

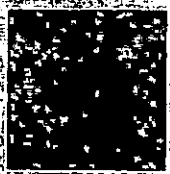
in the year Two Thousand and Seven

A. E. Mwan

Head Chancellor

Pranga

Deputy Vice Chancellor



BSGM 000359

Certified True Copy of the Original
16/12/2007
Dr. George M. Mwan
Deputy Vice Chancellor
Ardu University
Kampala
For Office



TÜRKİYE CUMHURİYETİ
OSMANGAZİ ÜNİVERSİTESİ
MÜHENDİSLİK - MİMARLIK FAKÜLTESİ
ESKİŞEHİR

Lisans Diploması

Mohamed Khalfan MOHAMED

Osmangazi Üniversitesi Mühendislik - Mimarlık Fakültesi' nin

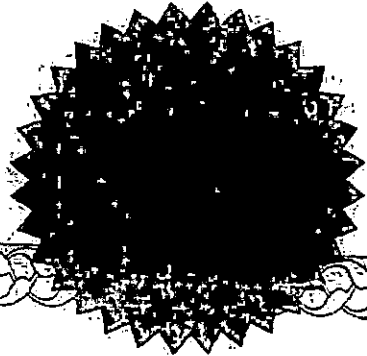
dört yıl süreli Elektrik Elektronik Mühendisliği Bölümündeki öğrenimini 20.10.2003 tarihinde başarı ile tamamlayarak bu diploması almaya ve Elektrik Elektronik Mühendisi ünvanını kullanmaya hak kazanmıştır.

DEKAN

Prof. Dr. Adnan KONUK

REKTÖR

Prof. Dr. Necat A. ARGÜN



FRB A 0116002549



UNITED REPUBLIC OF TANZANIA
ENGINEERS REGISTRATION
BOARD



Certificate of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

KeLvin Masanja

having satisfied the requirements for registration as a

GRADUATE ENGINEER

(Trainee Engineer)

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the 11th day of November, 2016

in the discipline of **CIVIL** engineering and was

given registration number **8796**

Scaled and given under our hands at Dar es Salaam

this 03rd day of February, 2017.



Eng. K. D. M. Sabir
Registrar



Eng. Paul M. M. M. M.
Chairman



Eng. Nicholas P. J. Nwaga
Board Member

This certificate is valid from the date of registration on 11th day of November 2016.

17052549



UNIVERSITY OF DAR ES SALAAM



This is to certify
that

Kelvin Masanja

having satisfied the requirements for the award of the

DEGREE OF
BACHELOR OF SCIENCE IN CIVIL ENGINEERING

WITH HONOURS,

Second Class Lower Division

was admitted to the degree at a congregation
held in DAR ES SALAAM, on the

Twelfth day of November
in the year Two thousand and sixteen

K. M. Mwanuzi

Vice-Chancellor



[Signature]

Deputy Vice-Chancellor
(Academics)

BSC(CE)0000111

True Copy of the Original
Date: 11/12/2016
M. M. Mwanuzi
Vice-Chancellor
Public & Commercial
Office



UNITED REPUBLIC OF TANZANIA
ENGINEERS REGISTRATION
BOARD

Certificate of Registration

(Under the Engineers Registration Act, 1997)

Certified True Copy of the Original
Date: 11/1/2017
ANGELICA MATHEW LUBANCO
Notary Public - Commissioner
No. 11/1/2017

It is hereby certified that

KeVIN Masanja

having satisfied the requirements for registration as a

GRADUATE ENGINEER
(Trainee Engineer)

under the provisions of the Engineers Registration Act, 1997 was

registered as such on the 11th day of November, 2016

in the discipline of **CIVIL** engineering and was

given registration number **8796**

Sealed and given under our hands at Dar es Salaam

this 03rd day of February, 2017.

Eng. S. D. M. Mloto
Registrar

Eng. Nubert J. F. Nyandao
Board Member

Eng. Prof. N. M. Lema
Chairman

The validity of this certificate is three years and expires on 10th day of November, 2019.

APPENDIX 3: BREAKDOWN OF CONTRACT PRICE

FORM 5B2 - SUMMARY OF COSTS

COST COMPONENT	COSTS [TShs]
Staff Remuneration	387,526,000.00
Reimbursable Expenses	37,137,500.00
Sub Total	424,663,500.00
Local Taxes	76,439,430.00
TOTAL	501,102,930.00

- 411 or 466,000

- 77,137,500/-

493,603,500/-

82,848,830/-

582,452,130/-

5B3 - BREAKDOWN OF POST CONTRACT STAFF REMUNERATION

S/N	POSITION	HEAD OFFICE/ FIELD	STAFF-MONTHS RATE [Tshs]	INPUT (STAFF-MONTHS)	SUB COST [TShs]
Proposed Technical Managerial Staff - Key Staff					
1	Team Leader/Architect	Head office	10,000,000	4.81	48,100,000.00
		Field	10,000,000	4.22	42,200,000.00
2	Structural Engineer	Head office	7,000,000	1.52	10,640,000.00
		Field	7,000,000	4.22	29,540,000.00
3	Quantity Surveyor	Head office	8,000,000	4.79	38,320,000.00
		Field	8,000,000	4.22	33,760,000.00
4	Environmental Engineer	Head office	5,000,000	1.54	7,700,000.00
		Field	5,000,000	4.22	21,100,000.00
5	Mechanical engineer	Head office	5,000,000	1.52	7,600,000.00
		Field	5,000,000	4.22	21,100,000.00
6	Electrical Engineer	Head office	5,000,000	1.52	7,600,000.00
		Field	5,000,000	4.22	21,100,000.00
7	ICT Engineer	Head office	5,000,000	1.52	7,600,000.00
		Field	5,000,000	4.22	21,100,000.00
8	Landscape Architect	Head office	6,000,000	3.991	23,946,000.00
		Field	6,000,000	4.22	25,320,000.00
9	Geotech Engineer	Head office	5,000,000	2.61	13,050,000.00
		Field	5,000,000	1.55	7,750,000.00
10	Biomedical engineer	Head office	5,000,000	2.8980	14,490,000.00
		Field	5,000,000	2.8900	14,450,000.00
TOTAL					387,526,000.00

FORM 5B4 - BREAKDOWN OF REIMBURSABLES EXPENSES					
NO.	DESCRIPTION	UNIT	UNIT COST [TShs]	QUANTITY	SUB COST [TShs]
1	Per Diem				
2	Travel expenses	Trip	87,500.00	13	1,137,500.00
3	Communication Costs between Team Leader, CoW, Team Members & Others	LS	-	-	8,000,000.00
4	Drafting, Reproduction of Reports (CD AND Hard copies)	LS	-	-	20,000,000.00
5	Geotechnical soil Investigation to be clarified if applicable	LS	To be discussed IF the client confirms has not done a geotech survey		
6	Topographical map and cadastral to be clarified if applicable	to be determined after provision of project site details			
7	Clerk of work allowance		500,000.00	12	6,000,000.00
8	Office rent, Clerical assistance				2,000,000.00
10	Local transport	LS	-	-	
11	ESIA Report, to be clarified if applicable				30,000,000.00
12	Project Registration				10,000,000.00
TOTAL COSTS					37,137,500.00

77,137,500

FORM 5B5 - BREAKDOWN OF TAXES

NO.	DESCRIPTION	UNIT	UNIT COST [TShs]	QUANTITY	TOTAL COST [TShs]
1	VAT	%	424,663,500.00 <i>424,663,500.00</i>	18.00	76,439,430.00
TOTAL TAXES					76,439,430.00

— 88,848,630/-

APPENDIX 4: NEGOTIATION MINUTES

RECORD OF NEGOTIATIONS

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

Bid ID No.: **ME/007/2019-2020/HQ/C/05K**

Subject of Procurement: **DESIGN REVIEW, DEVELOPMENT OF
CONSTRUCTION DOCUMENTS AND SUPERVISION OF WORKS FOR THE
PROPOSED CONSTRUCTION OF EMD, OPD & SURGICAL WARDS FOR TUMBI
REGIONAL REFERRAL HOSPITAL IN PWANI REGION (TO BE IMPLEMENTED
THROUGH A FORCE ACCOUNT METHOD)**

Method of Selection: **QUALITY AND COST BASED SELECTION (QCBS)**

Date of Negotiation: **29^h May, 2020**

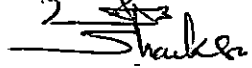

Consultant: **CEO-TANZANIA BUILDINGS AGENCY (TBA) P.O. BOX 902
DODOMA**

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
1.0 Methodology: Consultant should give a presentation on how the work is going to be carried out.	-Geo-technical -Review of Structural Design-review architectural drawings -Review Service Drawings- BOQ -Supervision. The report to be submitted on next Monday, 3 rd June, 2020.
2.0 Staffing: The Consultant to confirm the availability and qualifications of their key staff and counterpart staff proposed including training background	As Submitted such as: <ul style="list-style-type: none">• Architecture• Quantity Surveyor• Environmental Engineer• Mechanical Engineer• Electrical Engineer• ICT Engineer• Land scapping Architecture• Structural Engineer• Geotech Engineer• Biomedical Engineer

<p>3.0 Terms of Reference: If there are any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultant will finalize the Terms of Reference, Staffing Schedule, Work Schedule, Logistics, and Reporting. These documents will then be incorporated in the Contract as "Terms of reference". Special attention will be paid to clearly defining the inputs and facilities required from the Procuring Entity to ensure satisfactory implementation of the assignment. This is pursuant to Request for Proposal 42.1. Consultant to explain clearly which services will be provided by Institute.</p>	<p>As Submitted</p> <p>Comments and suggestion to be submitted on next Monday, 3rd June, 2020.</p>
<p>4.Special Condition of Contract</p>	<p>Amendment to:</p> <ul style="list-style-type: none"> • Clause 1.1(a) instead of Engineer Francis Mbuya to be written Heaf of Building Engineer • 1.1d the Consultant to be named as Tanzania Building Agency (TBA) • 11.1 Attention Director of Procurement Management Unit instead of Peter Mabale, TBA-Regional Manager Pwani, Facsimile- Nil and Rm.pwani@TBA.go.tz, • 16.1 Head of Building instead of Eng. Francis Mbeya and the Consultant to be named as Tanzania Building Agency (TBA), • Clause 19.1 to be read as Three weeks instead of two weeks,
<p>5.Time Frame:</p>	<p>To Review after two weeks, Supervision to be twelve months and twelve months DLP after site handover</p>

6.0 Costing of the Assignment: It is noted that the offer submitted by the Consultant is TZS. 582,452,130 VAT inclusive . This amount is to be negotiated and accepted by Negotiation Members	The Consultant agreed to reduce his offer by 10%, that is 58,245,213. Now the contract cost will be Tshs.524,206,917
5.0 Payment methods: Agreement to be reached on how is the Consultant to be paid	30% Inception 25% Review and Design Report 40% Construction Supervision Payable as per milestone submitted 5% at the end of DLP
6.0 Any other business	NIL

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

For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: HANISU S. NGELILELA	Name: OS Fulco Metall
Position: Q/S MKITI	Position: OS
Date: 29/5/2020	Date: 29/05/2020

Document attached:

Minutes of the Negotiation meeting.