



CONTRACT NO: SMZ/IMF/No.104/CS/RNCT/2021/2022/01-A

FOR

**CONSULTANCY SERVICES FOR SURVEY, DESIGN AND
SUPERVISION FOR REHABILITATION AND CONSTRUCTION
OF NEW WATER SUPPLY SYSTEM FOR ZAWA UNDER
DEVELOPMENT OF NATIONAL SOCIAL WELFARE.**

UNDER COVID-19

between

**ZANZIBAR WATER AUTHORITY (ZAWA)
P.O.BOX 460 ZANZIBAR**

and

**WATER INSTITUTE
P.O.BOX 35059 DAR ES SALAAM**

June, 2022

FORM OF CONTRACT

CONTRACT FOR CONSULTANCY SERVICES FOR SURVEY, DESIGN AND SUPERVISION FOR REHABILITATION AND CONSTRUCTION OF NEW WATER SUPPLY SYSTEM FOR ZAWA

THIS LUMP-SUM CONTRACT is made on the ~~27th~~^{28th} day of June, 2022 between ZANZIBAR WATER AUTHORITY (ZAWA) of P.O. Box 460, of Malawi Road, Msikiti Mabuluu Zanzibar Tel/Fax: +255242231151. Email: info@zawa.go.tz (hereinafter called "the CLIENT") on the one part

And

WATER INSTITUTE P.O. BOX 35059 Dar es salaam email rector@waterinstitute.ac.tz (hereinafter called "the CONSULTANT") on the other part

WHEREAS,


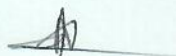
- (a) The Client has requested the Consultant to provide certain consulting services for survey, design and supervision for rehabilitation and construction of new water supply system for ZAWA as defined in this Contract (hereinafter called the "Services") and Terms of Reference for Tanzania Shilling **Seven Hundred and Four Million, Twenty Five Thousand and Shillings Only (TZS: 704,025,000)** VAT Inclusive (Hereinafter called "the Contract Price")
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources to prepare a map to show the respective positions of the points of objects located on the surface of the earth which is then used for the preparation of plans (drawing) of different construction works such as buildings, roads, railways, canals and water supply system and has agreed to provide the Services on the terms and conditions set forth in this Contract; survey, design and supervision for rehabilitation and construction of new water supply system.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Power of Attorney
 - (d) Proposal Submission form
 - (e) Notification of Contract Award
 - (f) Letter of Acceptance
 - (g) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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



3. The Consultant shall carry out the Services in accordance with the provisions of the Contract
- a) The Client shall make payments to the Consultant in accordance with the provisions of the Contract

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

**FOR AND ON BEHALF OF:
THE ZANZIBAR WATER AUTHORITY (ZAWA)**

Name: ENG. DR. SALHA MUHAMMED KASSIM

Signature: [Signature]

Designation: DIRECTOR GENERAL

Date: 27th JUNE, 2022



IN THE PRESENCE OF:

Name: THADJA MATHEKA

Signature: [Signature]

Designation: LAWYER

Date: 27th JUNE, 2022

**FOR AND ON BEHALF OF:
WATER INSTITUTE**

Name: DR. ADAM KARIA

Signature: [Signature]

Designation: DECDR / CEO

Date: 27th JUNE, 2022



IN THE PRESENCE OF:

Name: GODFREY KITULI

Signature: [Signature]

Designation: AG-HEAD LEGAL SERVICES UNIT

Date: 27th JUNE, 2022

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (bb) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (cc) "Applicable Law" means the laws and any other instruments having the force of law in Zanzibar.
- (dd) "Authority" means the Public Procurement and Disposal of Public Assets Authority established under section 4 of PPDA Act No.11 of 2016.
- (ee) "Client" means the *[implementing/ executing agency]* that signs the Contract for the Services with the selected Consultant.
- (ff) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (gg) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (hh) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) that is used to reflect the assignment conditions.
- (ii) "Day" means a calendar day.
- (jj) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (kk) "Government" means the Revolutionary Government of Zanzibar
- (ll) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (mm) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.



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- (nn) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (oo) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (pp) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (qq) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Zanzibar; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Zanzibar.
- (rr) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (ss) "Regulation" means Public Procurement Regulations 2020 of Zanzibar.
- (tt) "RFP" means the Request for Proposals to be prepared by the PDE for the selection of Consultants, based on the SRFP.
- (uu) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (vv) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (ww) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (xx) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- (yy) "TORs" (this Section 7 of the RFP) means the Terms of References that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Relationship between the Parties

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



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responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1. The Government requires compliance with its policy in regard to corrupt and fraudulent or prohibited practices

Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection processor execution of the Contract. The

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information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Government.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Définition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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



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- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (c) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

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

19. Termination

a. By the Client

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

- 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
 - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

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

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

b. By the Consultant

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

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

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every

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reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

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

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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


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

b. Law Applicable to Services

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

21.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Zanzibar when

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

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

21. Conflict of Interests

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

21.1. 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.

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.



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- d. **Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Government and/or persons appointed by the Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination and/or sanction.

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26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of



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each of the Consultant's Key Experts are described in Appendix B.

30. Replacement of Key Experts

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

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

31. Removal of Experts or Sub-consultants

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

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

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

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

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the

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Client's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Zanzibar according to the applicable law.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Zanzibar of bringing reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

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

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

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





- 35. Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
- 36. Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.
- 38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.
- 39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
- 39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in TZS unless specified in the SCC.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A.

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The payments will be made according to the payment schedule stated in the SCC.

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

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

41.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

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

42. Interest on Delayed Payments

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



G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

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

45. Dispute Resolution

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



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III. SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the laws of: Zanzibar
4.1	The language is: ENGLISH
6.1 and 6.2	The addresses are: Client : ZANZIBAR WATER AUTHORITY (ZAWA) Attention : ENG. Dr. SALHA MOHAMMED KASSIM E-mail: info@zawa.go.tz Consultant : <u>WATER INSTITUTE</u> Attention : . Dr. ADAM OMAR KARIA E-mail : rector@waterinstitute.ac.tz
8.1	The Lead Member on behalf of the JV: Not Applicable _____
9.1	The Authorized Representatives are: For the Client: NAME: ENG. Dr. SALHA MOHAMMED KASSIM TITLE: DIRECTOR GENERAL For the Consultant: NAME : Dr. ADAM OMAR KARIA TITLE: CHIEF EXECUTIVE OFFICER



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11.1	The effectiveness conditions: Upon submission of Working Schedule/ Activity Schedule by the Consultant and Upon submission of Insurance Certificate
12.1	Termination of Contract for Failure to Become Effective The time period shall be TWELVE MONTHS
13.1	Commencement of Services shall be within TWO WEEKS after signing the contract
14.1	Expiration of Contract: The time period shall be TWELVE MONTHS
21	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non- consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	No additional provisions.



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24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>Professional liability insurance, with a minimum coverage as applicable in accordance with the relevant provisions of the applicable law in Zanzibar.</p> <p>Third Party liability insurance, with a minimum coverage in accordance with the relevant provisions of the applicable law in Zanzibar</p> <p>Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in Zanzibar as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>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 any documents prepared by the Consultant in the performance of the Service</p>
27.1	All documents and software prepared by the Consultant in the course of these service shall be confidential and property of the Client
27.2	The Consultant shall not use these Documents and Software for purpose unrelated to this Contract without the prior written approval of the Client.
32.1	The Client shall provide facilitation as provided in GCC 32.1(a) through (e)
32.1	(g) No other assistance
38.1	The Contract price is: Vat Inclusive.
39.1 and 39.2	All taxes shall be paid in accordance with the Applicable Laws
40.1	The currency for the payment shall be: Tanzania Shilling Seven Hundred and Four Million, Twenty Five Thousand and Shillings Only (TZS: 704,025,000) VAT Inclusive (<i>Hereinafter called "the Contract Price"</i>)



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41.2	<p>The payment schedule shall be: The Payment of installments shall be as follows: -</p> <p>PHASE 1 1st payment shall be Twenty five percent (25%) after submission of the working schedule Terms of Reference (ToR).</p> <p>2nd payment shall be Thirty five percent (35%) after submission of design report.</p> <p>PHASE 2 3rd payment shall be Thirty percent (30%) at the start of supervision work.</p> <p>4th Ten percent (10%) after completion of the task and submission of acceptable final report including built-in engineering drawing.</p>
41.2.1	<p>The advance payment and the advance bank payment guarantee: Not Applicable</p>
41.2.3	<p>The accounts of the Consultant for payment is Account Number: 22501000005 Account Name: Water Institute Beneficiary Bank: NMB Bank PLC Branch: Mlimani City TIN Number 110-532-229</p>
42.1	<p>The interest rate is: Not Applicable</p>



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45.1

Dispute Resolution

If there is any dispute, the aggrieved party shall notify the other party in writing of the nature of the dispute and the parties shall use their best efforts to settle such dispute amicably. If such method of settlement has failed to solve the matter, the dispute shall be submitted to the Zanzibar Commercial Court.



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FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

To: Director General,
Zanzibar Water Authority,
P.O. Box 460,
Mabuluu,
Zanzibar

We, the undersigned, offer to provide the consulting services for *For Survey, Design, And Supervision for Rehabilitation And Construction of new water supply system for ZAWA* in accordance with your Request for Proposals dated 15th June 2022 and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in aseparate envelope"

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Government.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt and fraudulent or prohibited practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Zanzibar.]



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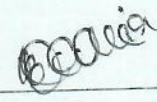
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We are / are not under sanction by the Government, the WP, AfDB, IADB, or the AsDB for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 29.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: 

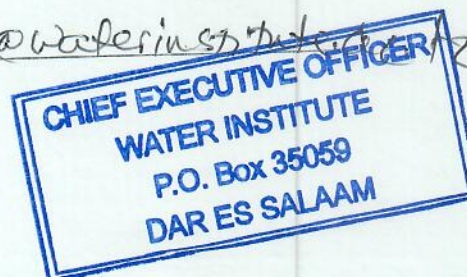
Name and Title of Signatory: DR. ADAM KARIA, CEO

Name of Consultant (company's name): WATER INSTITUTE

In the capacity of: CEO

Address: P.O. Box 35059 - DSM

Contact information (phone and e-mail): rector@waterinstitute.org



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FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To: Director General,
Zanzibar Water Authority,
P.O. Box 460,
Mabuluu,
Zanzibar.

We, the undersigned, offer to provide the consulting services *For Survey, Design, And Supervision for Rehabilitation And Construction of new water supply system for ZAWA* in accordance with your Request for Proposal 15th June 2022 and our Technical Proposal.

Our attached Financial Proposal is for the amount of *seven hundred million and twenty five thousands only, TZS 704,025,000.00.*


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 the date indicated in Clause 12.1 of the Data Sheet.

"No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: 

Name and Title of Signatory: DR. ADAM KARIA, CEO

In the capacity of: CEO

Address: P.O. Box 35059 - DSM

E-mail: rector@waterinstitute.ac.tz

CHIEF EXECUTIVE OFFICER
WATER INSTITUTE
P.O. Box 35059
DAR ES SALAAM

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ZANZIBAR WATER AUTHORITY

P. O. Box 460
ZANZIBAR

Tel/Fax : +255 24 223 1151
E-mail : info@zawa.go.tz



P. O. Box 59, Chake Chake,
PEMBA

Tel/Fax : +255 24 245 2652
E-mail : info@zawa.go.tz

Our Ref : ZAWA/U.10/2/VOL 1/117

Date: 18th JUNE 2022

WATER INSTITUTE
P.O. BOX 355059
Dar es Salaam
Tanzania

**Re: CONSULTANCY SERVICES FOR SURVEY, DESIGN AND
SUPERVISION FOR REHABILITATION AND
CONSTRUCTION OF NEW WATER SUPPLY SYSTEM FOR
ZAWA.**

TENDER NO: SMZ/IMF/No.104/CS/RNCT/2021/2022/01-A

Sub: Notification of Award

This is to notify you that the Client Zanzibar Water Authority (ZAWA) has accepted your offer and you have been awarded the contract for the **CONSULTANCY SERVICES FOR SURVEY, DESIGN AND SUPERVISION FOR REHABILITATION AND CONSTRUCTION OF NEW WATER SUPPLY SYSTEM FOR ZAWA UNDER THE IMF COVID 19 FUNDS** for Zanzibar Water Authority (ZAWA) for amounting to **TZS 704,025,000.00** Unguja and Pemba VAT inclusive.

Kindly acknowledge the receipt of this letter, please accept or reject the offer by

21th June 2022.

Sincerely;

DR SALHA MOHAMMED KASSIM
DIRECTOR GENERAL,
ZANZIBAR WATER AUTHORITY ZAWA



[Handwritten signature]

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UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
WATER INSTITUTE



In reply please quote:

Ref No. WI/I.47/82/35

20th June 2022

Director General,
Zanzibar Water Authority,
P.O. Box 460,
Mabuluu,
Zanzibar.

**REF: CONSULTANCY SERVICES FOR SURVEY, DESIGN, AND SUPERVISION
FOR REHABILITATION AND CONSTRUCTION OF NEW WATER SUPPLY
SYSTEM FOR ZAWA**

Reference is made to the above heading

2. Following up on your letter with reference number ZAWA/U.10/2/VOL1/117 dated 18/06/2022, we would like to acknowledge that we accept the Contract for Consultancy Services for the Survey, Design, and Supervision for the Rehabilitation and Construction of a new water supply system for ZAWA for contract prices TZS 704,025,000.00 (VAT Inclusive).

3. Thank you for your cooperation



Dr. Adam O. Karia (Ph.D)
CHIEF EXECUTIVE OFFICER

Section 6. Terms of Reference

TERMS OF REFERENCE FOR

SURVEY, DESIGN AND SUPERVISION FOR REHABILITATION AND CONSTRUCTION OF
NEW WATER SUPPLY SYSTEM FOR ZANZIBAR WATER AUTHORITY.

1.0 INTRODUCTION

1.1 Zanzibar Water Authority (ZAWA)

The Zanzibar Water Authority (ZAWA) which was established under Act. No. 4 of 2006, is a semi-autonomous entity with the responsibility on overall management of water supply services and Water Resources management in Zanzibar. ZAWA is mandated with identification, conservation and protection of water sources, production, distribution, protection and sustainability of safe and clean water in Zanzibar. ZAWA has also an obligation of collecting revenue from the customers in order to meet all direct and indirect costs of operation and maintenance.

The Authority operates under a Board of Directors and the day-to-day activities of the Authority are managed by experienced and professionally qualified staff in various disciplines of competence. The main water supply source for Zanzibar is ground water abstracted from 560 deep boreholes located all over its two main islands (Unguja and Pemba). The total length of water supply network is 3,235 km.

Water Supply System is a system of engineered hydrologic and hydraulic components that provide water supply. That system involves Sources (The origin of Water), Storage (The place where the water is collected), Treatment Plant (The place where the water is treated before transferred), Transmission Line (The water are transferred in large quantity), Distribution Line (The water are transferred in small quantity) and the Customer (The beneficial of the water services).

As the time goes, This system automatically fail to achieve it's intended target. This happens when the infrastructures (Pipes, Pumps, Valves and Boreholes) become outdated (beyond the specified period of service) and when the population become higher than it was planned to be served before.

When this stage happens, then the availability of water to the community become day to day challenge. This implies the water services may be provide by ration and sometimes the services become inaccessible completely.



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On dealing with that challenge, ZAWA routinely maintain the water supply system by replacing the obsolete pipes or pumps or valves with the new pipes or pumps or valves. This is the short term solution.

For long term solution, the Authority is planning to rehabilitate the existing water supply system and extending new water supply system to the areas not yet covered. On doing that, the Authority is seeking the experts for survey, design and supervision for rehabilitation of existing water supply system and extending new water supply system to the areas that not yet covered.

The project expected to improve the water supply services in Zanzibar by extending coverage more areas that was not covered before and upgrading the outdated water supply system by providing new water pipes, pumps and valves. Upon completion community is expected water service according to their demands and in return the authority will collect more revenues from the water sales.



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2.0 Objective of the Assignment

The main objective of the project is survey, design and supervision for rehabilitation and construction of new water supply system. The primary objective of surveying is to prepare a map to show the respective positions of the points of objects located on the surface of the earth which is then used for the preparation of plans (drawing) of different construction works such as buildings, roads, railways, canals and water supply system. Proposed drawing should assist in rehabilitation of the existing water supply system and in construction of the new water supply system to the areas that services are not available. In supervision, the objective will be planning and allocating works, making decisions, monitoring performance and compliance, providing leadership and building teamwork, ensuring workforce involvement. The Plan (Drawing) should include the following features as seen below;

Categories of Data to be collected and used for analysis and design are as follows;

	DATA CATEGORY	QUANTITY (APPROXIMATION)
A	Points	
	1. Water source (Springs)	Unguja-2, Pemba-2
	2. Boreholes	Unguja-100 , Pemba-16
	3. Junctions	Unguja-300, Pemba-100
	4. Angles	Unguja-300, Pemba-100
	5. Storage Tanks	Unguja-30 , Pemba-4
	6. Start and End of the Network	Unguja- 310, Pemba-30
B	Line Features	
	1. Water Pipes	Unguja-479km, Pemba-133km

Specific objectives of activities are:

1. To determine the relative position of any objects or points of the earth.
2. To determine the distance and angle between different objects.
3. To prepare a map or plan to represent an area on a horizontal plan.
4. To develop methods through the knowledge of modern science and the technology and use them in the field.
5. To determine Population.
6. To determine demand.
7. To determine capacity of the source (Boreholes, Spring).
8. To determine pressure at the source.
9. To determine pressure at the connecting pipes (when used as a source).
10. To determine size of pipes.
11. To determine profile of the water supply system.
12. To prepare engineering drawings that will show the proposed route of the water supply system and the profile for showing elevations.

13. To plan and allocating works.
14. To make decisions.
15. To monitor performance and compliance.
16. To provide leadership and building teamwork.
17. To ensure workforce involvement.



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4.0 METHODOLOGY

*In carrying out the assignment, the Service provider is expected to adopt a participatory approach through collaboration and involvement of the ZAWA's Staffs and other related stakeholders.

5.0 AVAILABLE REFERENCES/DOCUMENTS

ZAWA will provide the areas for the proposed rehabilitation of water supply network, proposed extension of new water supply network and will assist the service provider during the survey of the proposed areas. They will also provide any other available relevant information/literature as may be required by the service provider in composing the assignment to the required standard.

6.0 EXPECTED OUTPUT

The Authority expects to get the rehabilitate water supply network and the new water supply network that will be extended to the areas with no coverage before. The report will be submitted to the Director General of the Authority in both hard and soft copy after the completion of the assignment.



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7.0 WORKING ARRANGEMENTS

ZAWA's Technical Operational Director will guide the Service provider and will liaise closely with the key Technical Staffs to facilitate the assignment.

8.0 PROJECT COMMENCEMENT

The Assignment shall commence within two (2) weeks after submission of the working schedule.

9.0 DURATION OF THE ASSIGNMENT

The assignment shall be completed twelve (12) Months from the date of project commencement. The service provider shall provide a detailed activity schedule/time table for carrying out the assignment.

10.0 PAYMENT TERMS

The following are payment terms which shall be observed by the service provider:-

- 10.1** Twenty five percent (25%) after submission of the working schedule (ToR).
- 10.2** Thirty five percent (35%) after submission of design report.
- 10.3** Thirty percent (30%) at the start of supervision work.
- 10.4** Ten percent (10%) after completion of the task and submission of acceptable final report including built-in engineering drawing.

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WATER INSTITUTE

PROPOSED COST FOR CONSULTANCY SERVICE (133KM OF WATER SUPPLY SYSTEM)-PE:MBA

SN	Activities	Cost	Rate (Tshs)	day	Total	Assumptions
1	Recoinnance Survey	Miscellenous	5,000,000	1	5,000,000	1 means lumpsum
		Rembursable	5,000,000	1	5,000,000	
		Man-day/Expert	2,500,000	5	12,500,000	5 Engineers @500,000 Tshs, 5 means 5 days
		Communication	5,000,000	1	5,000,000	
	Sub-Total 1				27,500,000	
2	Route Survey	Miscellenous	5,000,000	1	5,000,000	1 means lumpsum
		Rembursable	5,000,000	1	5,000,000	
		Man-day/Expert	2,500,000	20	50,000,000	5 Engineers @500,000 Tshs, 20 means 20 days
		Communication	5,000,000	1	5,000,000	
	Sub-Total 2				65,000,000	
3	Design	Miscellenous	5,000,000	1	5,000,000	1 means lumpsum
		Rembursable	10,000,000	1	10,000,000	
		Man-day/Expert	2,500,000	15	37,500,000	5 Engineers@500,000 Tshs, 15 means 15 days
		Communication	10,000,000	1	10,000,000	
	Sub-Total 3				62,500,000	
4		Supervision Cost			50,000,000	
5		Administrative Cost			15,000,000	
	Total 1				220,000,000	
6		Profit (5% of Total 1)			11,000,000	
	Grand Total				231,000,000	

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WATER INSTITUTE

PROPOSED COST FOR CONSULTANCY SERVICE (490KM OF WATER SUPPLY SYSTEM)-UNGUJA

SN	Activities	Cost	Rate (Tshs)	day	Total	Assumptions
1	Recoinnance Survey	Miscellenous	5,000,000	1	5,000,000	1 means lumpsum
		Rembursable	5,000,000	1	5,000,000	
		Man-day/Expert	2,500,000	15	37,500,000	5 Engineers @500,000 Tshs, 15 means 15 days
		Communication	5,000,000	1	5,000,000	
Sub-Total 1					52,500,000	
2	Route Survey	Miscellenous	5,000,000	1	5,000,000	1 means lumpsum
		Rembursable	5,000,000	1	5,000,000	
		Man-day/Expert	2,500,000	60	150,000,000	5 Engineers @500,000 Tshs, 60 means 60 days
		Communication	8,000,000	1	8,000,000	
Sub-Total 2					168,000,000	
3	Design	Miscellenous	5,000,000	1	5,000,000	1 means lumpsum
		Rembursable	25,000,000	1	25,000,000	
		Man-day/Expert	2,500,000	20	50,000,000	5 Engineers@500,000 Tshs, 20 means 20 days
		Communication	15,000,000	1	15,000,000	
Sub-Total 3					95,000,000	
4	Supervision Cost				100,000,000	
5	Administrative Cost				35,000,000	
	Total 1				450,500,000	
6	Profit (5% of Total 1)				22,525,000	
	Grand Total				473,025,000	

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WATER INSTITUTE			
CONSULTANCY SERVICES FOR ZANZIBAR WATER SUPPLY PROJECT			
S/N	ACTIVITIES	COST	
		PEMBA	UNGUJA
1	Reccoinance Survey	27,500,000	52,500,000
2	Route Survey	65,000,000	168,000,000
3	Design	62,500,000	95,000,000
4	Supervision	50,000,000	100,000,000
5	Administrative	15,000,000	35,000,000
Total 1		220,000,000	450,500,000
6	Profit (5% of Total 1)	11,000,000	22,525,000
Grand Total		231,000,000	473,025,000

Project Cost (PEMBA+UNGUJA)	704,025,000
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