



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF FINANCE AND PLANNING**  
**PUBLIC PROCUREMENT REGULATORY AUTHORITY**



## **General Conditions of Contract**

**for**

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Non-Consultancy Services

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Public Procurement Regulatory Authority  
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P.O. Box 2865, 41104 Dodoma,  
TANZANIA

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## Preface

The General Conditions of Contract for Non-Consultancy Services is part of the Standard Tendering Document (STD) prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with the Office of the Attorney General (OAG) and other professional bodies, primarily for use by Procuring Entities (PEs) in the procurement of non-consultancy services through National, International Competitive Tendering (NCT & ICT) and other procedures as appropriate.

The General Conditions of Contract presented in this document have been developed through broad national and international experience, and are mandatory for use in contracts of non-consultancy services that are financed in whole or in part by public funds, and whose Service Provider has been obtained in accordance with the provisions of the Public Procurement Act, Cap 410 and the Public Procurement Regulations, 2013.

To obtain further information on the use of these General Conditions of Contract, contact:

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## A. General Provisions

<p><b>1. Definitions</b></p>	<p>1.1</p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) The <b>Adjudicator</b> is the person appointed by the parties as specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in <b>General Conditions of the Contract (GCC)</b> 59 hereunder.</li> <li>(b) <b>“Activity Schedule”</b> is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;</li> <li>(c) The <b>“Arbitrator”</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes</li> <li>(d) <b>“completion date”</b> means the date of completion of the Services by the Service Provider as certified by the Employer;</li> <li>(e) <b>“the Contract”</b> the agreement entered into between the Procuring Entity and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</li> <li>(f) The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</li> <li>(g) <b>“days”</b> means calendar days;</li> <li>(h) <b>“corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</li> <li>(i) <b>“coercive practice”</b> means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</li> <li>(j) <b>“Day-works”</b> means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;</li> <li>(k) <b>“Employer”</b> means the party who employs the Service Provider and as specified in the <b>SCC</b>;</li> </ul>
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	<p>(l) <b>“Foreign Currency”</b> means any currency other than Tanzanian Shilling;</p> <p>(m) <b>“force majeure”</b> means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances;</p> <p>(n) <b>“fraudulent practice”</b> means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(o) <b>“GCC”</b> means these General Conditions of Contract;</p> <p>(p) <b>“Government”</b> means the Government of Tanzania;</p> <p>(q) <b>“Local Currency”</b> means the currency of the United Republic of Tanzania;</p> <p>(r) <b>“Member,”</b> in case the Service Provider consist of a joint venture of more than one Entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the Entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;</p> <p>(s) <b>“obstructive practice”</b> means acts intended to materially impede access to required information in exercising a duty under this Act;</p> <p>(t) <b>“Party”</b> means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;</p> <p>(u) <b>“personnel”</b> means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(v) <b>“Service Provider”</b> is a person or corporate body whose Tender to provide the Services has been accepted by the Employer and as specified in the <b>SCC</b>;</p> <p>(w) <b>“Service Provider’s Tender”</b> means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>(x) <b>“SCC”</b> means the Special Conditions of Contract by which the <b>GCC</b> may be amended or supplemented;</p> <p>(y) <b>“specifications”</b> means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p>
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		<p>(z) <b>“services”</b> means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Tender.</p> <p>(aa) <b>“Sexual Exploitation and Abuse”</b> <b>“(SEA)”</b> means the following:</p> <p style="padding-left: 40px;"><b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p style="padding-left: 40px;"><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>(bb) <b>“Sexual Harassment”</b> <b>“(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;</p> <p>(cc) <b>“Site”</b> means the place(s) named in <b>SCC</b>.</p> <p>(dd) <b>“Subcontractor”</b> means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 8.1.</p> <p>(ee) <b>“value engineering”</b> is a systematic and organized approach to provide the necessary functions at optimal cost. Value Engineering should normally enhance performance, reliability, quality, safety, durability, effectiveness, or other desirable characteristics Resulting in more efficient methods, alternatives, time reduction substitution of better materials, or less expensive inputs without sacrificing needed functionality or reliability. Value Engineering could result in the reduction of time or cost or all without sacrificing the needed functionality, longevity, or reliability.</p>
<p><b>2. Applicable Law and Interpretation</b></p>	<p>2.1</p>	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in <b>SCC</b>.</p>
	<p>2.2</p>	<p>These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
	<p>2.3</p>	<p>In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p>

	2.4	The documents forming the Contract shall be interpreted in the following order of priority: a) Form of Agreement; b) Letter of Acceptance; c) Minutes of Negotiations; d) Form of Tender; e) Special Conditions of Contract; f) General Conditions of Contract; g) Specifications; h) Drawings/Maps; i) Activity Schedule j) Any other document listed in the <b>SCC</b> as forming part of the Contract.
<b>3. Conditions Precedent</b>	3.1	Having signed the Contract, it shall come into effect on Service Provider fulfilling the conditions precedent specified in the <b>SCC</b> .
	3.2	If the Conditions precedent stipulated on <b>GCC</b> 3.1 is not met by the date specified in the <b>SCC</b> this contract shall not come into effect.
	3.3	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.
<b>4. Governing Language</b>	4.1	The language of the Contract and the law governing the Contract are stated in the <b>SCC</b> .
<b>5. Notices</b>	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or emails, to such Party at the address specified in the <b>SCC</b> .
<b>6. Location</b>	6.1	The Services shall be performed at such locations as are specified in Appendix A to this Contract, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
<b>7. Authorized Representatives</b>	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the <b>SCC</b> .

<b>8. Subcontracting</b>	8.1	The Service Provider may subcontract with the approval of the Employer's Representative but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations.
<b>9. Other Service Providers</b>	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the <b>SCC</b> . The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Service Providers and shall notify the Service Provider of any such modification.
<b>10. Taxes and Duties</b>	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

#### **B. Commencement, Completion, Modification, and Termination of Contract**

<b>11. Effectiveness of Contract</b>	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the <b>SCC</b> .
<b>12. Commencement of Services</b>	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the <b>SCC</b> .
<b>13. Intended Completion Date</b>	13.1	Unless terminated earlier pursuant to GCC 17, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the <b>SCC</b> . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per GCC 29. In this case, the Completion Date will be the date of completion of all activities.
<b>14. Modification</b>	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.
<b>15. Value Engineering</b>	15.1	If specified in the <b>SCC</b> , The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering

		<p>proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> <li>(a) the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and</li> <li>(c) a description of any effect(s) of the change on performance/functionality.</li> </ul>
	15.2	<p>The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>(a) accelerates the delivery period; or</li> <li>(b) reduces the Contract Price or the life cycle costs to the Employer; or</li> <li>(c) improves the quality, efficiency, safety or sustainability of the services; or</li> <li>(d) yields any other benefits to the Employer,</li> </ul> <p>Without compromising the necessary functions of the Services.</p>
	15.3	<p>If the value engineering proposal is approved by the Employer and results in:</p> <ul style="list-style-type: none"> <li>(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the <b>SCC</b> of the reduction in the Contract Price; or</li> <li>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in 15.2 above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.</li> </ul>
<b>16. Force Majeure</b>	16.1	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
	16.2	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
	16.3	<p>During the period of their inability to perform the Services as a</p>

		result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
	16.4	Payments shall be made promptly by the Employer, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Employer makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC</b> .
<b>17. Termination by the Employer</b>	17.1	<p>The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause and sixty (60) days in the case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication;</li> <li>b) if the Service Provider become insolvent or bankrupt;</li> <li>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</li> <li>d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in executing the Contract.</li> <li>e) if the Service Provider does not maintain a Performance Security in accordance with GCC 30 [Performance Security];</li> <li>f) if the Employer, in its sole discretion, decides to terminate this Contract.</li> </ul>
<b>18. Termination by the Service Provider</b>	18.1	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <ul style="list-style-type: none"> <li>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</li> </ul>

		(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
<b>19. Payment upon Termination</b>	19.1	<p>Upon termination of this Contract pursuant to GCC 17.1 or 18.1, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 52 [Terms and Conditions of Payment] for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 17.1 [Termination by the Employer], reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>

### C. Obligations of the Service Provider

<b>20. General</b>	20.1	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.
	20.2	The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 24 [Protection of the Environment].
	20.3	The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
<b>21. Conflict of Interests</b>	21.1	The remuneration of the Service Providers pursuant to GCC 49 [Lumpsum Remuneration] shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	21.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or

		Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
	21.3	Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:  (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;  (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;  (c) after the termination of this Contract, such other activities as may be specified in the <b>SCC</b> .
<b>22. Confidentiality</b>	22.1	The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
<b>23. Insurance to be Taken out by the Service Providers</b>	23.1	The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the <b>SCC</b> ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>24. Protection of the environment</b>	24.1	As applicable, the Service Provider shall take all necessary measures to: protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.
	24.2	The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.
	24.3	In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition.

		The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.
<b>25. Health and Safety</b>	25.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Personnel employed for the execution of Services at the locations where the Services are executed.
	25.2	The Service Provider shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics
	25.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
	25.4	The Service Provider shall conduct an HIV-AIDS awareness programme and shall take other such measures as specified in the <b>SCC</b> to reduce the risk of transfer of HIV virus between and among Service Provider's personnel, the Employers Staff and the surrounding community.
	25.5	If <b>required in the SCC</b> , the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.
	25.6	The health and safety manual shall set out any applicable health and safety requirement under the Contract, which may include:  (a) the procedures to establish and maintain a safe working environment;  (b) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);  (c) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,  (d) the measures to be implemented to avoid or minimize the spread of communicable diseases; and  (e) any other requirements stated in the Employer's Requirements.
<b>26. Service Providers'</b>	26.1	The Service Provider shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the

<b>Actions Requiring Employer's Prior Approval</b>		<p>content of communication before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),</li> <li>(c) changing the Program of activities; and</li> <li>(d) any other action that may be specified in the <b>SCC</b>.</li> </ul>
	26.2	Submission by the Service Provider for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.
<b>27. Reporting Obligations</b>	27.1	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
	27.2	If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.
	27.3	The Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.
	27.4	The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.
	27.5	The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any

		incidents or accidents referred to in this Sub- Clause.
<b>28. Documents Prepared by the Service Providers to be the Property of the Employer</b>	28.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the <b>SCC</b> .
<b>29. Lack of performance penalty</b>	29.1	If the Service Provider does not provide services to the required service levels, a penalty for lack of performance will be paid by the Service Provider as <b>specified in the SCC</b> .
<b>30. Performance Security</b>	30.1	The Service Provider shall provide the Performance Securing Declaration or Performance Security (as the case may be) to the Employer not later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract, unless otherwise specified in the <b>SCC</b> .
	30.2	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Service Provider to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.
	30.3	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Services, and in the event the Service Provider failing to execute the Contract, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
<b>31. Sustainable Procurement</b>	31.1	The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the <b>SCC</b> .
<b>32. Code of Conduct</b>	32.1	The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations where the Services are provided.
	32.2	The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the

		Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.
	32.3	The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people by the services. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.
	32.4	The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.
<b>33. Training of Service Provider's Personnel</b>	33.1	The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.
	33.2	As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.
	33.3	The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.
<b>34. Security of the Site</b>	34.1	Unless stated otherwise <b>in the SCC</b> , the Service Provider shall be responsible for the security at the locations where the Services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.
	34.2	If required in <b>the SCC</b> , prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the Site(s) where the Services are executed.
	34.3	In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.
	34.4	The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable,

		firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.
	34.5	The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.
<b>35. Cultural Heritage Findings</b>	35.1	All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations where the Services are carried out shall be placed under the care and custody of the Employer.
	35.2	As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

#### **D. Service Provider's Personnel**

<b>36. Description of Personnel</b>	36.1	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
<b>37. Engagement of Service Provider's Personnel</b>	37.1	The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel. The Service Provider is encouraged, to the extent practicable and reasonable, to use labor from local community that has the necessary skills.
	37.2	Subject to GCC 46.1 [Assistance and Exemptions], the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services in the United Republic of Tanzania.
	37.3	The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.
	37.4	The Service Provider shall not recruit, or attempt to recruit,

		staff and labor from amongst the Employer’s Personnel
<b>38. Removal and/or Replacement of Personnel</b>	38.1	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
	38.2	<p>The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider’s Personnel, who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> <li>(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;</li> <li>(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;</li> <li>(f) has been recruited from the Employer’s Personnel;</li> <li>(g) undertakes behavior which breaches the Code of Conduct (ES), as applicable.</li> </ul> <p>As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.</p>
	38.3	Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of GCC 38.2 above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out , any Service Provider’s Personnel who engages in 38.2 (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in 38.2(f) above.
	38.4	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
<b>39. Labor Laws</b>	39.1	The Service provider shall comply with all the relevant labor laws applicable to the Service Provider’s Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
	39.2	The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
	39.3	The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due

		regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.
<b>40. Rates of Wages and Conditions of Labor</b>	40.1	The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established by an appropriate authority or body for the trade or industry. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.
	40.2	The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes applicable within the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the applicable laws of Tanzania for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.
<b>41. Facilities for Service Provider's Personnel</b>	41.1	The Service Provider shall provide and maintain all necessary accommodation and welfare facilities stated in the <b>SCC</b> for the Service Provider's Personnel employed for the execution of the Contract at the locations where the Services are provided.
	41.2	In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return and burial, unless otherwise specified in the <b>SCC</b> .
<b>42. Workers' Organizations</b>	42.1	In accordance with relevant labor laws in Tanzania which recognize workers' rights to form and to join workers' organizations of their choice and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner.
	42.2	Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected

		to fairly represent the workers in the workforce.
<b>43. Non-Discrimination and Equal Opportunity</b>	43.1	The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
	43.2	Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).
<b>44. Forced Labor</b>	44.1	The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
	44.2	No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
<b>45. Child Labor</b>	45.1	The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
	45.2	The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
	45.3	The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the

		<p>age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.</p>
	<p>45.4</p>	<p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>

**E. Obligations of the Employer**

<b>46. Assistance and Exemptions</b>	46.1	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the <b>SCC</b> .
<b>47. Change in the Applicable Law</b>	47.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 50.1) [Contract Price], as the case may be.
<b>48. Services and Facilities</b>	48.1	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

**F. Payments to the Service Provider**

<b>49. Lump-Sum Remuneration</b>	49.1	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC50.1, the Contract Price may only be increased above the amounts stated in GCC 50 if the Parties have agreed to additional payments in accordance with GCC51.1 [Payment for Additional Services, and Performance Incentive Compensation].
<b>50. Contract Price</b>	50.1	Price payable in local currency and in foreign currency (if any) is set forth in the <b>SCC</b> .
<b>51. Payment for Additional Services, and Performance Incentive Compensation</b>	51.1	For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 14, a breakdown of the lump-sum price is provided in Appendices D and E.
<b>52. Terms and Conditions of Payment</b>	52.1	Payments will be made to the Service Provider and according to the payment schedule stated in the <b>SCC</b> . Unless otherwise stated in the <b>SCC</b> , advance payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the <b>SCC</b> . Any other payment shall be made after the conditions listed in the <b>SCC</b> for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
<b>53. Interest on Delayed Payments</b>	53.1	If the Employer has delayed payments beyond twenty-eight (28) days after the due date stated in the <b>SCC</b> , interest shall be paid to the Service Provider for each day of delay at the rate stated

		in the <b>SCC</b>
<b>54. Price Adjustment</b>	54.1	<p>Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the <b>SCC</b>. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$ <p>Where:</p> <p><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p><math>A_c</math>, <math>B_c</math> and <math>C_c</math> are coefficients specified in the <b>SCC</b>, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p><math>L_{mc}</math> is the index prevailing at the first day of the month of the corresponding invoice date and</p> <p><math>L_{oc}</math> is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.</p> <p><math>I_{mc}</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>I_{oc}</math> is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.</p> <p>If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor <math>Z_o/Z_n</math> will be applied to the respective component factor of <math>P_c</math> for the formula of the relevant currency. <math>Z_o</math> is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and <math>Z_n</math> is the corresponding number of such currency units on the date of the current index.</p>
	54.2	<p>If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
<b>55. Day-works</b>	55.1	<p>If applicable, the Day-work rates in the Service Provider’s Tender shall be used for small additional amounts of Services</p>

		only when the Employer has given written instructions in advance for additional services to be paid in that way.
	55.2	All work to be paid for as Day-works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 7 [Authorized Representatives] within two days of the Services being performed.
	55.3	The Service Provider shall be paid for Day-works subject to obtaining signed Day-works forms as indicated in GCC 55.2.

### G. Quality Control

<b>56. Identifying Defects</b>	56.1	The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.	
	57. <b>Correction of Defects and Lack of Performance Penalty</b>	57.1	The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
		57.2	Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
	57.3	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC 26.3.	

### H. Settlement of Disputes

<b>58. Amicable Settlement</b>	58.1	In the event of any dispute arising out of this contract, either party shall issue a notice to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
<b>59. Dispute Settlement</b>	59.1	Any unsolved dispute may be referred by either party to an adjudicator named in the SCC within the time specified in the <b>SCC</b> within 28 days of the notification of disagreement of one party to the other.
	59.2	The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
	59.3	The Adjudicator shall be paid by the hour at the rate specified in the <b>SCC</b> , together with reimbursable expenses of the types

		specified in the <b>SCC</b> , and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
	59.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place specified in the <b>SCC</b> .
	59.5	Should the Adjudicator resign or die or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the <b>SCC</b> at the request of either party, within 14 days of receipt of such request.