



Public Procurement Regulatory Authority

General Conditions of Contract

for

Employment of Consultants

Lumpsum - Based Contracts

Public Procurement Regulatory Authority
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Preface

The General Conditions of Contract for Employment of Consultancy Services – Lumpsum Contract is part of the Standard Request for Proposal Document- Selection and Employment of Consultants – Lumpsum Contracts 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 consultancy services through National, International Competitive Selection (NCS & ICS) 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 for Employment of Consultancy Services – Lumpsum Contracts that are financed in whole or in part by public funds, and whose Consultant 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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**GENERAL CONDITIONS OF CONTRACT FOR
EMPLOYMENT OF CONSULTANTS UNDER
LUMP SUM CONTRACTS**

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A. General		
1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> a) The “Client” is the party named in the SCC who engages the Consultant to perform the Services b) “Completion” means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract. c) The “Completion Date” is the date of actual completion of the fulfilment of the Services. d) The “Consultant” is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement. e) “Contract” means an Agreement entered into between the Client and the Consultant together with the Contract Documents listed in GCC 5. f) “Contract Documents” means the documents listed in the Contract, including any amendments thereto. g) “Day” means calendar day. h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC 18. i) “GCC” mean the General Conditions of Contract. j) “Government” means the Government of the United Republic of Tanzania. k) The “Intended Completion Date” is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC. l) “JVCA” means Joint Venture, Consortium or Association

		<p>m) “Member” means in case where the Consultant consists of a joint venture any of the entities that make up the joint venture; and “Members” means all these entities.</p> <p>n) “Month” means calendar month</p> <p>o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. Third party means any party other than Client as Consultant.</p> <p>p) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part t; and “Key Personnel” means the Personnel referred to in GCC 24.1.</p> <p>q) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.</p> <p>r) “Remuneration” means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.</p> <p>s) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>u) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.</p> <p>v) “Third Party” means any person or entity other than the Client and the Consultant.</p> <p>w) “Writing” means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.</p>
<p>2. Interpretation of Contract Documents</p>	<p>2.1</p>	<p>In interpreting these conditions of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.</p>

	2.2	Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
	2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> a) Form of Agreement; b) Letter of Acceptance; c) Minutes of Negotiations; d) Proposal Submission Form; e) Special Conditions of Contract; f) General Conditions of Contract; g) Consultant's Proposal; and <p>Any other document listed in the SCC as forming part of the Contract.</p>
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	3.2	<p>In pursuance of this requirement, the Client shall:</p> <ul style="list-style-type: none"> (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; <p>if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.</p>
	3.3	Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons, therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

	3.4	<p>For the purposes of this Contract, the terms:</p> <ul style="list-style-type: none"> (a) <i>“corrupt practice”</i> means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding; (b) <i>“fraudulent practice”</i> means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client, (c) <i>“coercive practice”</i> means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract. (d) <i>“obstructive practice”</i> means acts intended to materially impede access to required information in exercising a duty under the Act;
	3.5	<p>The parties agree that their personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4. Interpretation	4.1	<p><u>Entire Contract</u> The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	4.2	<p><u>Amendment</u> No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>

	4.3	<p><u>Non-waiver</u></p> <p>a) Subject to GCC 4.3 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
	4.4	<p><u>Severability</u></p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
	4.5	<p><u>Phased completion</u></p> <p>If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>
5. Documents Forming the Contract and Priority of Documents	5.1	<p>The following documents forming the contract shall be interpreted in the following order of priority:</p> <p>in the following order of priority:</p> <ul style="list-style-type: none"> (a) Form of Agreement; (b) Letter of Acceptance (c) Minutes of Negotiations (if any) (d) Special Conditions of Contract (SCC); (e) General Conditions of Contract (GCC), (f) Consultancy Proposal (g) The Appendices (1 to 9). (h) Any other documents listed in the SCC as forming part of the contract other documents listed in the SCC forming part of the contract
6. Eligibility	6.1	<p>The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.</p>

	6.2	All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC .
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture, Consortium or Association (JVCA)	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC .
	11.2	A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC .

	11.3	A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1	The Services shall be performed at such locations as are specified in the SCC or Appendix 1 , to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.
B. Commencement, Completion and Modification of Contract		
18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination of Contract for Failure to Become	19.1	If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC , either Party may, by not less than twenty-one (21) days written notice to the other

Effective		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.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC .
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] and GCC 69 [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
22. Modifications or Variations	22.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC 51.1 [Payments General], however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

C. Consultant's Personnel and Sub-Consultants

23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3 , to the contract. If any of the Key Personnel has already been approved by the Client his/her name shall be listed in such Appendix 3 .
	24.2	<p>If required to comply with the provisions of GCC 27 [Removal and/or Replacement of Personnel], adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:</p> <ul style="list-style-type: none"> (a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger; (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 50.2 [Cost Estimate of Services; Ceiling Amount]; and

		(c) any other such adjustments shall only be made with the Client’s written approval.
	24.3	If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC 50.2 [Cost Estimate of Services; Ceiling Amount] of this Contract, this will be explicitly in the contract.
25. Approval of Personnel	25.1	The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave& Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc. for Key Personnel are set forth in Appendix 4 to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix 4 , the Consultant’s remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
	27.2	If the Client <ul style="list-style-type: none"> (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds therefore, forthwith provide as a

		replacement a person with qualifications and experience acceptable to the Client.
	27.3	In the event that any Sub-Consultant is found by the Client to be incompetent or incapable if discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
	27.4	Any of the Personnel provided as a replacement under GCC 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, <ul style="list-style-type: none"> a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
28. Project Manager	28.1	As specified in the SCC , the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.
D. Obligations of the Consultant		
29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services	29.1	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of	31.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and

Interests		strictly avoid conflict with other assignments or their own corporate interests.
32. Consultant Not to Benefit from Com-missions, Discounts	32.1	The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	32.2	Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36. Liability of the Consultant	36.1	The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.

	36.2	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	<p>The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:</p> <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or (b) plagiarism or alleged plagiarism by the Consultant.
	36.4	The Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
	36.5	<p>The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 29 [Standard of Performance] provided:</p> <ul style="list-style-type: none"> (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC; (b) that the ceiling on the Consultant's liability under GCC 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and (c) that the Consultant's liability under GCC 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
	36.6	In addition to any liability the Consultant may have under GCC 29 , the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29 .

	36.7	Notwithstanding the provisions of GCC 36.1, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.
37. Insurance to be taken out by the Consultant	37.1	<p>The Consultant</p> <ul style="list-style-type: none"> (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
38. Accounting, Inspection and Auditing	36.1	<p>The Consultant shall:</p> <ul style="list-style-type: none"> (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and (b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
	36.2	The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.
39. Consultant's Actions Requiring Client's Prior Approval	39.1	<p>The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract; (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and

		(c) Any other action that may be specified in the SCC .
	39.2	Notwithstanding any approval under GCC 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
40. Reporting Obligations	37.1	The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2 . Final reports shall be delivered in electronic forms acceptable to the client in addition to the hard copies specified in the said Appendix2 .
41. Proprietary Rights on Documents Prepared by the Consultant	41.1	All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software and use such software for their own use with the prior written approval of the Client.
	41.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC .
42. Proprietary Rights on Equipment and Materials Furnished by the Client.	42.1	Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
	42.2	Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the

		Client's instructions.
	42.3	While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
43. Performance Securities	43.1	The Performance Security or Performance Securing Declaration and Environmental and Social (ES) Performance Security as stated in the SCC shall be provided to the Client no later than the date specified in the Letter of Acceptance.
	43.2	The Consultant shall provide at his cost a Performance Security or Performance Securing Declaration, and if specified in the SCC, the Environmental and Social (ES) Performance Security, to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security, and if required, the Environmental and Social (ES) Performance Security, shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract.
	43.3	The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract. Performance Security, and if required, the Environmental and Social (ES) Performance Security, shall be in the amount and currency specified in the SCC .
	43.4	In the case of Performance Securing Declaration, it shall remain in force until the completion of the services, and in the event the Consultant failing to execute the Contract, the Client, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
44. Liquidated Damages	44.1	If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance

		Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.
	44.2	The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.
E. Obligations of the Client		
45. Assistance and Exemptions	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services; (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.
46. Access to project site	46.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.
47. Change in the Applicable Law Related to Taxes and Duties	47.1	If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 50.2 [Cost Estimate of

		Services: Ceiling Amount].
48. Services, Facilities and Property of the Client	48.1	The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A .
	48.2	In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 50.3 [Cost Estimate of Services: Ceiling Amount].
49. Counterpart Personnel	49.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
	49.2	If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B , the Client and the Consultant shall agree on <ul style="list-style-type: none"> (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3 [Payments General].
	49.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
	49.4	The Authorised Representative from the Client as specified in GCC 16.1 [Authorized Representative] shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.

F. Payments to the Consultants		
50. Cost Estimate of Services: Ceiling Amount	50.1	An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
	50.2	Except as may be otherwise agreed under GCC 22 [Modifications or Variations] and subject to GCC 50.3, payments under this Contract shall not exceed the ceiling specified in the SCC .
	50.3	Notwithstanding GCC 51.2, if pursuant to any of the GCC 48 [Services, Facilities and Property of the Client], GCC 49 [Counterpart Personnel] or GCC 51 [Payments General], the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 50.1, the ceiling set forth in GCC 50.2 shall be increased by the amount of any such additional payments.
51. Payments: General	51.1	All payments under this Contract shall be made to the account of the Consultant specified in the SCC .
	51.2	With the exception of the final payment under GCC 57 [Final Payments] do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
52. Lump Sum Remuneration	52.1	Subject to the ceiling specified in GCC 50.2 [Cost Estimate of Services: Ceiling Amount], the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursable, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1 . The contract price may only be increased above the amounts stated in GCC 50.2 , if the Parties have agreed to additional payments in accordance with GCC 22.1 [Modifications and Variations].
53. Modes of Payment	53.1	Payments in respect of the Services shall be made as specified in GCC from 54 to 57.
54. Currency of payments	54.1	The currency of payments shall be as specified in the SCC
55. Advance Payment	55.1	<p>If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:</p> <p style="margin-left: 40px;">(a) remain effective until the Advance Payment has been fully offset; and</p>

		(b) be in the format as shown in Appendix 7 .
	55.2	The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.
56. Interim Payments	56.1	Payment will be made according to the payment schedule stated in the SCC subject to the provision of advance payment stated in GCC 55 [Advance Payment]. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
	56.2	The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
	56.3	Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
57. Final Payment	57.1	The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. .
	57.2	The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement.
	57.3	The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client
58. Suspension of Payments	58.1	The Client may, by written notice of suspension to the Consultant, suspend all or part of the 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: (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure

		within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
59. Interest on Delayed Payments	59.1	If the Client delays payments beyond the due date, 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. Time Control		
60. The Services to Be Completed by the Intended Completion Date	60.1	The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
61. Early Warning	61.1	If at any time during execution of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, it's likely duration, and its cause.
	61.2	As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
62. Extension of the Intended Completion Date	62.1	In the event the Consultant is unable to complete the assignment by the Intended Completion Date he may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
63. Progress Meetings	63.1	The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
	63.2	The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action. The Minutes and records under this GCC 63.2 shall be signed by the Parties

H. Good Faith and Fairness in Operation		
64. Good Faith	64.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
65. Fairness in Operation	65.1	The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.
	65.2	If during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC 75 [Settlements of Disputes].
I. Termination and Settlement of Disputes		
66. Termination for Default	66.1	The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
	66.2	Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in the SCC .
	66.3	Fundamental breaches of the contract shall include but shall not be limited to, the following: <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC 58[Suspension of Payments], within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication; (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

		<p>(c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract;</p> <p>(d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 75.2 [Settlements of Disputes];</p> <p>(e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 75.2 [Settlements of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or</p> <p>(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
67. Termination for Insolvency	67.1	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Client becomes bankrupt or otherwise insolvent; or</p> <p>(b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
68. Termination for Convenience	68.1	<p>The Client, by notice sent to the Consultant may, in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>
69. Termination because of	69.1	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to</p>

Force Majeure		perform a material portion of the Services for a period of not less than sixty (60) days.
	69.2	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
	69.3	<p>Force Majeure shall not include:</p> <ul style="list-style-type: none"> (a) Any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, or (b) Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. (c) insufficiency of funds or failure to make any payment required hereunder
	69.3	The failure of a Party to fulfil 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.
70. Measures to be Taken on Force Majeure	70.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	70.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

	70.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	70.4	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>
71. Cessation of Rights and Obligations	71.1	<p>Upon termination of the Contract pursuant to GCC 19 [Termination of Contract for Failure to Become Effective], GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] and GCC 69 [Termination because of Force Majeure], or upon expiration of this Contract pursuant to GCC 21 [Expiration of Contract], all rights and obligations of the Parties hereunder shall cease, except</p> <p>(a) such rights and obligations as may have accrued on the date of termination or expiration;</p> <p>(b) the obligation of confidentiality set forth in GCC 35;</p> <p>(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38; and</p> <p>(d) any right which a Party may have under the Applicable Law.</p>
72. Cessation of Services	72.1	<p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC 41 [Proprietary Rights on Documents Prepared by the Consultant] or GCC 42 [Proprietary Rights on Equipment and Materials</p>

		Furnished by the Client].
73. Payment upon Termination	73.1	<p>Upon termination of the Contract pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration pursuant to GCC 53.2 [Remuneration and Reimbursable Expenses] for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 for expenditures actually incurred prior to the effective date of termination; and</p> <p>(b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p> <p>Payment to the Consultant under clause 74.1 [Disputes About Events of Termination] shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination</p>
74. Disputes about Events of Termination	74.1	If either Party disputes whether an event specified in GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 68 [Termination for Convenience] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 75 [Settlement of Disputes], and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
	74.2	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 75 .
75. Settlement of Disputes	75.1	<p><u>Amicable Settlement</u></p> <p>(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>(b) 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</p>

		fourteen (14) days following the response of that Party, Clause GCC 75.2 shall apply.
	75.2	<u>Arbitration</u> Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty-eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the laws of Tanzania and in the place shown in the SCC .