|  |
| --- |
| C:\Users\user\AppData\Local\Microsoft\Windows\INetCache\Content.Word\ENLISHI LEO LAST.PNG  **PUBLIC PROCUREMENT AND DISPOSAL**  **OF PUBLIC ASSETS AUTHORITY**  **ZANZIBAR**  **Standard Bidding Document**  **Procurement of**  **Consultancy Services**  **REQUEST FOR PROPOSAL**  **(RFP)**  **JULY 2021** |

**Guidance Notes on the Use of the Standard Request for Proposal**

These guidance notes have been prepared by the Public Procurement and Disposal of Public Assets Authority - Zanzibar (ZPPDA) to assist a Procuring and Disposing Entities (PDEs) in the preparation, using the Standard Request for Proposal (SRFP), for the Selection of Consultants.

The use of SRFP applies either when an Expression of Interest has taken place or when has not taken place. This document shall be used when a PDE wishes to select a Consultant for the assignments for which remuneration is being determined on the basis of a Lump-sum or Time based to be paid to the Consultant for carrying out the services.

Before preparing an RFP, the user must have chosen a method of selection and the most suitable contract form. The SRFP includes standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces of these two contracts indicate the circumstances in which their use is most appropriate.

SRFP is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Zanzibar.

SRFP, when properly completed will provide all the information that a Consultant needs in order to prepare and submit a proposal. This should provide a sound basis on which a PDE can fairly, transparently and accurately carry out an evaluation process on the proposals submitted by the Consultants.

The following briefly describes the Sections of the SRFP and how a PDE should use these when preparing a particular Request for Proposal. .

**SUMMARY DESCRIPTION**

**STANDARD REQUEST FOR PROPOSALS**

**PART I – SELECTION PROCEDURES AND REQUIREMENTS**

**Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines and award process.

**Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

**Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

**Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

**Section 5: Government’s Policy – Corrupt and Fraudulent Practices**

This Section provides shortlisted consultants with the reference to the Government’s policy in regard to corrupt and fraudulent practices applicable to the selection process.

**Section 6: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

**Section 7: Undertaking by Consultant on Anti – bribery policy / code of conduct and compliance program**

This section contains the undertaking to be made by each Consultant on anti- bribery policy/code of conduct and compliance program. Each Consultant must submit, together with its Tender, a statement as provided for under this section. Consultant who does not conform to the requirements under this section shall not be considered. The text of this section shall not be modified.

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section 8: Standard Forms of Contract**

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

**SELECTION OF CONSULTANTS**

**REQUEST FOR PROPOSALS**

**RFP No.: *[insert reference number as per procurement plan]***

**Selection of Consulting Services for*: [insert Assignment title]***

**Client: …………… *[insert implementing agency]***

**Project: …………… *[insert project name]***

**Issued on: *[date when sent to shortlisted firms]***

**TABLE OF CLAUSES**

[PART I v](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063094)

Section 1. Letter of Invitation v

[Section 2. Instructions to Consultants and Data Sheet v](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063096)

[A. General Provisions 7](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063097)

[1. Definitions 7](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063098)

[2. Introduction 8](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063099)

[3. Conflict of Interest 9](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063100)

[4. Unfair Competitive Advantage 9](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063101)

[5. Corrupt and Fraudulent Practices 10](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063102)

[6. Eligibility 10](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063103)

[B. Preparation of Proposals 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063104)

[7. General Considerations 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063105)

[8. Cost of Preparation of Proposal 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063106)

[9. Language 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063107)

[10. Documents Comprising the Proposal 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063108)

[11. Only One Proposal 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063109)

[12. Proposal Validity 11](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063110)

[13. Clarification and Amendment of RFP 12](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063111)

[14. Preparation of Proposals – Specific Considerations 13](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063112)

[15. Technical Proposal Format and Content 13](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063113)

[16. Financial Proposal 13](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063114)

[C. Submission, Opening and Evaluation 14](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063115)

[17. Submission, Sealing, and Marking of Proposals 14](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063116)

[18. Confidentiality 15](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063117)

[19. Opening of Technical Proposals 15](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063118)

[20. Proposals Evaluation 16](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063119)

[21. Evaluation of Technical Proposals 16](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063120)

[23. Public Opening of Financial Proposals 16](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063121)

[24. Correction of Errors 17](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063122)

[25. Taxes 17](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063123)

[26. Conversion to Single Currency 17](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063124)

[27. Combined Quality and Cost Evaluation 17](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063125)

[D. Negotiations and Award 18](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063126)

[28. Negotiations 18](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063127)

[29. Conclusion of Negotiations 19](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063128)

[30. Award of Contract 19](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063129)

[E. Data Sheet 20](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063130)

[Section 3. Technical Proposal – Standard Forms 29](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063131)

[Section 4. Financial Proposal - Standard Forms 41](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063132)

[Section 7. Terms of Reference 47](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063135)

[PART II 48](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063136)

[Section 8. Conditions of Contract and Contract Forms 48](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063137)

1.[Time-Based Form of Contract 49](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063138)

2. [Lump-Sum Form of Contract 89](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc326063208)

# PART I

# Section 1. Letter of Invitation

*[If applicable, insert: Invitation N°…..]*

*[insert: Location and Date]*

*[Insert: Name and Address of Consultant]*

1. This Invitation for submission of Proposals follows the General Procurement Notice for project which appeared in [*insert media*] Issue no. [*Insert the issue No*] dated [*Insert dates of issue of GPN*][[1]](#footnote-1)

2. The Revolutionary Government of Zanzibar has allocated public funds for the cost of [*Name of Project*] and intends to apply a portion of the funds to eligible payments under the Contract for which the Request for Proposal (RFP) is issued.

OR

The Revolutionary Government of Zanzibar has received/applied /intends to apply for a [*loan/credit/grant*] from the [*name of financing institution*] towards the cost of [*insert name of project*], and intends to apply part of the proceeds of this [*loan/credit*] to cover eligible payment under the contract for [*Insert name/no. of contract/grants*][[2]](#footnote-2)

3. The [*Name of PDE*] on behalf of the Revolutionary Government of Zanzibar now invites proposals from the shortlisted consultants to provide [*insert the name of the service*]and [*short description of objectives and scope of the assignment*]. More details on the services are provided in the Terms of Reference.

4. This Letter of Invitation and the RFP has been issued to the following short-listed Consultants:

[*Insert List of Short-listed Consultants*]

It is not permissible to transfer this invitation to any other firm.

5. A firm will be selected under [*Insert Selection Method*] and procedures described in this RFP.

6. In addition to the Letter of Invitation, the RFP includes the following documents:

* Section 1 : Information to Consultants (ITC)
* Section 2 : Proposal Data Sheet (PDS)
* Section 3 : General Conditions of Contract (GCC),
* Section 4 : Special Conditions of Contract (SCC),
* Section 5 : Proposal & Contract Forms
* Section 6: Terms of Reference (TOR)
* Section 7: Undertaking by Consultant on Anti - Bribery Policy / Code of Conduct and Compliance Program

7. Please inform us in writing or in electronic forms that provide record of the content of the communication, preferably by electronic mail, at the following address [*insert address and include e-mail address*], upon receipt:

(a) that you have received the Letter of Invitation and the RFP; and

(b) whether you will submit a proposal alone or in association with any other Consultant.

Yours sincerely,

[*insert the tittle of the Accounting Officer and address of the PDE*]

# Section 2. Instructions to Consultants and Data Sheet

*[Note to the Consultants: this section 2 – Instruction to consultants shall not be modified. Any necessary changes acceptable to the PDE, shall be introduced only through the Data Sheets)*

# A. General Provisions

|  |  |  |
| --- | --- | --- |
| Definitions | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. “Applicable Law” means the laws and any other instruments having the force of law in Zanzibar. 3. “Authority” means the Public Procurement and Disposal of Public Assets Authority established under section 4 of PPDA Act No.11 of 2016. 4. “Client” means the *[implementing/ executing agency]* that signs the Contract for the Services with the selected Consultant. 5. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 6. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). 7. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect the assignment conditions. 8. “Day” means a calendar day. 9. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). 10. “Government” means the Revolutionary Government of Zanzibar 11. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 12. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. 13. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals. 14. “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. 15. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. 16. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Zanzibar; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Zanzibar. 17. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant. 18. “Regulation” means Public Procurement Regulations 2020 of Zanzibar. 19. “RFP” means the Request for Proposals to be prepared by the PDE for the selection of Consultants, based on the SRFP. 20. “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. 21. “Services” means the work to be performed by the Consultant pursuant to the Contract. 22. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. 23. “TORs” (this Section 7 of the RFP) means the Terms of References that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. | |
| Introduction | * 1. The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet.**   2. The shortlisted Consultants are invited to submit Technical Proposals and Financial Proposals, for consulting services required for the assignment named in the Data Sheet. The Proposals will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.   3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.   4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet. | |
| Conflict of Interest | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.   2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Government.   3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below: | |
| **a. Conflicting activities** | (i) (Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. | |
| **b. Conflicting assignments** | (ii) (Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. | |
|  | (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the PDE, Client or the implementing/executing agency or any member who participated directly or indirectly in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.  (iv) Any other types of conflicting relationships as indicated in the Data Sheet. | |
| Unfair Competitive Advantage | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. | |
| Corrupt and Fraudulent Practices | 5.1 The Government requires compliance with its policy in regard to corrupt and fraudulent or prohibited practices.  5.2 In further pursuance of the Government policy,  Consultant shall permit the Government to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Government. | |
| Eligibility | * 1. The Government permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries to offer consulting services for Public financed projects.   2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Public Procurement and Disposal of Public Assets Act and its Regulations.   3. As an exception to the foregoing Clauses 6.1 and 6.2 above: | |
| **a. Prohibitions** | 6.3.1 Firms and individuals of a country or goods manufactured in a country may be ineligible if :   * 1. The United Republic of Tanzania laws prohibits commercial relations with that country;   or   * 1. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the United Republic of Tanzania prohibits any import of goods from that country or any payments to any country, person, or entity in that country   . | |
| **b. Restrictions for Government-owned Enterprises** | 6.3.2 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client. | |
| **c. Restrictions for public employees** | 6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest. | |
| B. Preparation of Proposals | | |
| General Considerations | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. | |
| Cost of Preparation of Proposal | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. | |
| Language | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**. | |
| Documents Comprising the Proposal | * 1. The Proposal shall comprise the documents and forms listed in the Data Sheet.   2. If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Zanzibar laws against fraud and corruption.   3. The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). | |
| Only One Proposal | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet. | |
| Proposal Validity | * 1. The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.   2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.   3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC. | |
| **a. Extension of Validity Period** | * 1. The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.   2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.   3. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. | |
| **b. Substitution of Key Experts at Validity Extension** | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.   2. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. | |
| **c. Sub-Contracting** | * 1. The Consultant shall not subcontract the whole of the Services. | |
| Clarification and Amendment of RFP | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:      1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.      2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.   2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline. | |
| Preparation of Proposals – Specific Considerations | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:      1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.      2. The Client may indicate in the **Data Sheet** the estimated amount or Key Experts’ time input (expressed in person-month), but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.      3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. | |
| Technical Proposal Format and Content | * 1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.   2. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP. | |
| Financial Proposal | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) [reimbursable expenses] indicated in the Data Sheet. | |
| **a. Price Adjustment** | * 1. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet. | |
| **b. Taxes** | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Zanzibar is provided in the Data Sheet. | |
| **c. Currency of Proposal** | * 1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Tanzania Shillings. | |
| **d. Currency of Payment** | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. | |
| C. Submission, Opening and Evaluation | | |
| Submission, Sealing, and Marking of Proposals | | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.   2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.   17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.   * 1. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.   2. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   3. The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the time and date of the technical proposal submission deadline].”   4. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”   5. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.   6. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.   7. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. |
| Confidentiality | | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.   2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government’s sanctions procedures.   3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing. |
| Opening of Technical Proposals | | * 1. The Client’s Tender Board shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 22 of the ITC.   2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet. |
| Proposals Evaluation | | * 1. Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded by relevant Tender Board.   2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. |
| Evaluation of Technical Proposals | | * 1. The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. |
|  | |  |
| Public Opening of Financial Proposals | | * 1. After the technical evaluation is completed and approved by relevant Tender Board, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.   2. The Financial Proposals shall be opened by the Client’s Tender Board in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals. |
| Correction of Errors | | 23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| **a. Time-Based Contracts** | | 23.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| **b. Lump-Sum Contracts** | | 23.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. |
| Taxes | | 24.1 Except as set out in Sub-clause 24.2, all taxes are deemed included in the Consultant’s Financial proposal, and, therefore, included in the evaluation.  24.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, stamp duty, or any similar taxes or levies) and income tax payable in Zanzibar on the remuneration of non-resident Experts for the services rendered in Zanzibar are dealt with in accordance with the instructions in the Data Sheet. |
| Conversion to Single Currency | | 25.1 For the evaluation purposes, prices shall be converted to a single currency (if this option is offered in the **Data Sheet**) using the selling rates of exchange, source and date indicated in the Data Sheet. |
| Combined Quality and Cost Evaluation | | * 1. In the case of Quality-and-Cost-Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| D. Negotiations and Award | | |
| Negotiations | | * 1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.   2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative. |
| **a. Availability of Key Experts** | | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.   2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| **b. Technical negotiations** | | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| **c. Financial negotiations** | | * 1. The financial negotiations include the clarification of the Consultant’s tax liability in Zanzibar and how it should be reflected in the Contract.   2. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.   3. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Authority. |
| Conclusion of Negotiations | | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative.   2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the relevant approval(s), the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. |
| Award of Contract | | * 1. After completing the negotiations the Client shall obtain the relevant approval(s) to the negotiated draft Contract, sign the Contract; publish the award information as required and promptly notify the other shortlisted Consultants.   2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |

Instructions to Consultants

# E. Data Sheet

*[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]*

|  |  |
| --- | --- |
| **A. General** | |
| **ITC Clause**  **Reference** |  |
| **1 (c)** | **[***Notes to Client: insert the country if it is other than the Client’s country. Please note that the country of the Applicable Law in the contract form should then be the same*] |
| **2.1** | **Name of the Client:**    **Method of selection**: |
| **2.2** | **The name of the assignment is**: |
| **2.3** | **A pre-proposal conference will be held**: Yes or No  [If “Yes”, fill in the following:]  Date of pre-proposal conference:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:  Telephone: Facsimile:  E-mail:  Contact person/conference coordinator:[*insert name and title*] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2.4** | The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:  [*list or state “N/A” if none*] |
| **4.1** | [*If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants*] |
| **B. Preparation of Proposals** | |
| **9.1** | This RFP has been issued in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language.  **All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ language.** |
| **10.1** | **The Proposal shall comprise the following**:  **For FULL TECHNICAL PROPOSAL (FTP):**  **1st Inner Envelope with the Technical Proposal:**   * + - * 1. Power of Attorney to sign the Proposal         2. TECH-1         3. TECH-2         4. TECH-3         5. TECH-4         6. TECH-5         7. TECH-6   OR  **For SIMPLIFIED TECHNICAL PROPOSAL (STP):**  **1st Inner Envelope with the Technical Proposal:**   1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-4 4. TECH-5 5. TECH-6   AND  **2nd Inner Envelope with the Financial Proposal:**  (1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4  (5) Statement of Undertaking (if required under Data Sheet 10.2 below) |
| **10.2** | **Statement of Undertaking is required**  Yes\_\_\_\_\_\_\_\_, or No \_\_\_\_\_\_\_\_\_\_  [If Yes, make sure to include paragraph (e) in Form TECH-1] |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**  Yes \_\_\_\_\_\_\_\_\_ or No\_\_\_\_\_\_\_\_ |
| **12.1** | **Proposals must remain valid** **for** [*insert a number: normally between 30 and 90 days*] calendar days after the proposal submission deadline (i.e., until: [*insert the date*]. |
| **13.1** | **Clarifications may be requested no later than** [*insert number*] **days prior to the submission deadline.**  The contact information for requesting clarifications is:    E-mail: |
| **14.1.1** | Shortlisted Consultants may associate with  (a) non-shortlisted consultant(s): *Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_*  Or  (b) other shortlisted Consultants: *Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_* |
| **14.1.2** | [If not used, state “Not applicable*”. If used, insert the following*:  Estimated input of Key Experts’ time-input: \_\_\_\_\_\_\_\_\_\_\_person-months.  OR  Estimated total cost of the assignment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **14.1.3**  for time-based contracts only | [If not used, state “Not applicable”. *If used, insert the following*:  The Consultant’s Proposal must include the minimum Key Experts’ time-input of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_person-months.  For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:  The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.] |
| **15.2** | The format of the Technical Proposal to be submitted is:  FTP \_\_\_\_\_\_\_\_ or STP \_\_\_\_\_\_\_\_\_\_ [check the applicable format]  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | [A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:]  (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;  (2) cost of travel by the most appropriate means of transport and the most direct practicable route;  (3) cost of office accommodation, including overheads and back-stop support;  (4) communications costs;  (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;  (6) cost of reports production (including printing) and delivering to the Client;  (7) other allowances where applicable and provisional or fixed sums (if any)]  (8) [*insert relevant type of expenses, if/as applicable*] |
| **16.2** | **A price adjustment provision applies to remuneration rates:**  Yes \_\_\_\_\_\_\_\_ or No \_\_\_\_\_\_\_\_\_\_\_  [Applies to all Time-Based contracts with a duration exceeding 18 months. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than 18 months. |
| **16.3** | **[**If the Client has obtained a tax exemption applicable to the Contract, insert “**The Client has obtained an exemption for the Consultant from payment of \_\_\_\_\_\_\_\_\_\_\_ *[insert the tax description. E.g., VAT, or local indirect taxes, etc.]* in the Client’s country as per *[****insert reference to the applicable official source that issued an exemption****].***  [If there is no tax exemption in the Client’s country, insert the following:  “**Information on the Consultant’s tax obligations in the Client’s country can be found** *[insert reference to the appropriate official source].* “ |
| **16.4** | **The Financial Proposal should be stated in** *[insert currency]* |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | The Consultants [insert “shall” or “shall not”] have the option of submitting their Proposals electronically.  *[If “Yes”, insert:* ***The electronic submission procedures shall be: [****describe the submission procedure.]* |
| **17.4** | **The Consultant must submit:**  (a) **Technical Proposal:** one (1) original and *\_\_\_\_\_ [Insert number]* copies;  (b) **Financial Proposal:** one (1) original and *\_\_\_\_\_ [Insert number]* copies. |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:**  **Date:** \_\_\_\_ *[day/month/year]*  **Time:** *\_\_\_\_**[insert time in 24h format]*    [If appropriate, add translation of the warning marking **[“Do not open....”]** in the national language to the outer sealed envelope**]**  **The Proposal submission address is:** |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:** Yes \_\_\_\_or No\_\_\_\_\_\_\_\_    [*If yes, insert “****The online opening procedure shall be: [****describe the procedure for online opening of Technical Proposals*.]  **The opening shall take place at:**  [*Insert: “same as the Proposal submission address” OR insert and fill in the following:*  *Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Floor, room number\_\_\_\_\_\_\_\_\_\_\_*  *City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Country*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date**: \_\_\_\_same as the submission deadline indicated in 17.7.  **Time:** *\_\_\_\_[insert time in 24h format, for example – “16:00 local time*  ***[****The time should be immediately after the time for the submission deadline*] |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals** \_\_\_\_\_\_\_\_*[insert “N/A” or state what additional information will be read out and recorded in the opening minutes]* |
| **21.1**  [for FTP] | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:  Points  (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[0 - 10]*  (ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):**  *a) Technical approach and methodology [Insert points]*  *b) Work plan [Insert points]*  *c) Organization and staffing [Insert points]*    **Total points for criterion (ii):** *[20 - 50]*  (iii) **Key Experts’ qualifications and competence for the Assignment:**  *a) Position K-1: [Team Leader] [Insert points]*  *b) Position K-2: [Insert position title] [Insert points]*  *c) Position K-3:[Insert position title] [Insert points]*  **Total points for criterion (iii):** *[30 - 60]*  The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:  1) General qualifications (general education, training, and experience):  *[insert weight between 10 and 30 %]*  2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) *: [insert weight between 60 and 70%]*  3) *[If relevant to the task, add the 3d sub-criterion:* Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):  *[insert weight between 0 and 10 %]*  *Total weight: 100%*  (iv) **Transfer of knowledge (training) program** (relevance of approach and methodology):  *[Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, the following sub-criteria may be provided]*  *a) Relevance of training program [Insert points]*  *b) Training approach and methodology [Insert points]*  *c) Qualifications of experts and trainers [Insert points]*  **Total points for criterion (iv):** *[0 – 10]*  (v) **Participation by nationals among proposed Key Experts** *[0 – 10]*  *[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts’ time-input (in person-months) to the total number of Key Experts’ time-input (in person-months) in the Consultant’s Technical Proposal]*  **Total points for the five criteria*:* 100**  **The minimum technical score (St) required to pass is***: [Insert number]*  [Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100] |
| **21.1**  **[for STP]** | The Simplified Technical Proposal (STP) format is used for small, well-defined, low risk Assignments.  Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:  Points  **(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:**  Total points for criterion (i): *[20 - 40]*  (iii) **Key Experts’ qualifications and competence for the Assignment:**  *a) Position K-1: [Team Leader] [Insert points]*  *b) Position K-2: [Insert position title] [Insert points]*  *c) Position K-3:[Insert position title] [Insert points]*  **Total points for criterion (iii):** *[30 - 60]*  The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:  1) General qualifications (general education, training, and experience):  *[insert weight between 10 and 30 %]*  2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) *: [insert weight between 60 and 70%]*  3) *[If relevant to the task, add the 3d sub-criterion:* Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):  *[insert weight between 0 and 10 %]*  *Total weight: 100%*  **Total points for the two criteria: 100**    **The minimum technical score (St) required to pass is: *[****Insert number]*  [Notes to Client: the indicative range is 70 to 85 on a scale of 1 to 100] |
| **22.1** | **An online option of the opening of the Financial Proposals is offered:** Yes \_\_\_\_or No\_\_\_\_\_\_\_\_.    *[If yes, insert “****The online opening procedure shall be: [****describe the procedure for online opening of Financial Proposals.]* |
| **24.2** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes, including VAT, on the contract invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts of the Consultant in the Client’s country. At contract negotiations, all applicable indirect local taxes will be discussed and agreed (using the itemized list as guidance but not limiting to it) and added to the contract amount in a separate line, also indicating which taxes shall be paid by the Consultant and which are withhold and paid by the Client on behalf of the Consultant.]  OR [In exceptional cases only, in particular, in case of sub-national lending, when indirect taxes cannot be fully identified, replace the text above with: “For evaluation purposes, such taxes are deemed included in the Consultant’s financial proposal.] |
| **25.1** | **The single currency for the conversion of all prices expressed in various currencies into a single one is**: *[indicate local currency or fully convertible foreign currency]*  **The official source of the selling (exchange) rate is**:  **The date of the exchange rate is:**  [The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of the original validity of Proposals.] |
| **26.1** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**  **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  [or replace with another inversely proportional formula]  **The weights given to the Technical (T) and Financial (P) Proposals are**:  **T** = *[Insert weight:],* and  **P** = \_\_\_\_\_\_\_[*Insert weight:]*  Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  S = St x T% + Sf x P%. |
|  | **D. Negotiations and Award** |
| **27.1** | **Expected date and address for contract negotiations:**  **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day/month/year *[for example, 15 January 2011]*  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **29.1** | **The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following**: www.zppda.go.tz  The publication will be done within *[insert number of]* **days after the contract signing.** |
| **29.2** | **Expected date for the commencement of the Services:**  **Date**:\_\_\_\_\_\_\_*[Insert month and year]* **at**:  *[Insert location]* |

# 

# Section 3. Technical Proposal – Standard Forms

{*Notes to Consultant* shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

**Checklist of Required Forms**

|  |  |  |  |
| --- | --- | --- | --- |
| Required for FTP or STP[\*], (√) | | FORM | DESCRIPTION |
| FTP | STP |  |  |
| √ | √ | TECH-1 | Technical Proposal Submission Form. |
| “√ “ If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. |
| “√” If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |
| √ |  | TECH-2 | Consultant’s Organization and Experience. |
| √ |  | TECH-2A | A. Consultant’s Organization |
| √ |  | TECH-2B | B. Consultant’s Experience |
| √ |  | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. |
| √ |  | TECH-3A | A. On the Terms of Reference |
| √ |  | TECH-3B | B. On the Counterpart Staff and Facilities |
| √ | √ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables |
| √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

**Form TECH-1**

**Technical Proposal Submission Form**

To: *[Name and address of Client]*

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *{Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Government.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government’s policy in regard to corrupt and fraudulent or prohibited practices as per ITC 5.

(e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Zanzibar.]

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) We are / are not under sanction by the Government, the WB, AfDB, IADB, or the AsDB for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company’s name or JV’s name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form TECH-2 (for Full Technical Proposal Only)**

**Consultant’s Organization and Experience**

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

*{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.}*

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last [.....] years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

***Provisional Sample***

| **Duration** | **Assignment name/& brief description of main deliverables/outputs** | **Name of Client & Country of Assignment** | **Approx. Contract value Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| {e.g., Jan.2020– Apr.2020} | {e.g., “Improvement quality of...............”: designed master plan for rationalization of ........; } | {e.g., Ministry of ......, country} | {e.g., TZS8.5mill/.} | {e.g., Lead partner in a JV A&B&C} |
|  |  |  |  |  |
| {e.g., Jan-May 2008} | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on..............} | {e.g., municipality of........., country} | {e.g., US$0.2 mil/US$0.2 mil} | {e.g., sole Consultant} |
|  |  |  |  |  |

**Form TECH-3 (for Full Technical Proposal)**

**Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

*{Improvements to the Terms of Reference, if any}*

**B - On Counterpart Staff and Facilities**

*{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*

**Form TECH-4 (for Full Technical Proposal Only)**

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

a) ***Technical Approach and Methodology.***  *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*

b) ***Work Plan*.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

**Form TECH-4 (for Simplified Technical Proposal Only)**

**Description of Approach, Methodology, and Work Plan for Performing the Assignment**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

*a)* ***Technical Approach, Methodology, and Organization of the Consultant’s team****.* {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

*b)* ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

*c)* ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-5 (for FTP and STP)**

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Report A |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) inception report |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) ......................................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 6) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **n** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

**Form TECH-6 (for FTP and STP)**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | *{e.g., K-1, TEAM LEADER}* |
| **Name of Expert:** | *{Insert full name}* |
| **Date of Birth:** | *{day/month/year}* |
| **Country of Citizenship/Residence** |  |

**Education:** *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}*

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact infor for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……; Mr. Bbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** |  |
|  |  |
|  |  |

**Expert’s contact information:**  (e-mail…………………., phone……………)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

# Section 4. Financial Proposal - Standard Forms

*{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

*FIN-4 Reimbursable expenses*

**Form FIN-1**

**Financial Proposal Submission Form**

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal *dated [Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) TZS {Insert amount(s) in words and figures},* [Insert “including” or “excluding”] *of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet.* The estimated amount of local indirect taxes is *{TZS}* *{Insert amount in words and figures}* which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose

of Agent(s)/Other party Currency

{If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form FIN-2 Summary of Costs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Cost** | | | |
| {Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used} | | | |
| {*Insert Foreign Currency # 1 If applicable*} | {*Insert Foreign Currency # 2, If applicable* } | {*Insert Foreign Currency # 3, If applicable* } | {*TZS}* |
| **Cost of the Financial Proposal, including** |  |  |  |  |
| (1) **Remuneration** |  |  |  |  |
| (2) *[****Reimbursable]*** |  |  |  |  |
| **Total Cost of the Financial Proposal:**  {Should match the amount in Form FIN-1} |  |  |  |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | | |
| 1. {insert type of tax. e.g., VAT or Stamp Duty} |  |  |  |  |
| 1. {e.g., income tax on non-resident experts}working in Zanzibar for more than six months |  |  |  |  |
| Total Estimate for Indirect Local Tax: |  |  |  |  |

**NOTE: Payments will be made in the foreign currency(ies) only if indicated in ITC 16.4 Form FIN-3 Breakdown of Remuneration**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Remuneration** | | | | | | | | |
| **No.** | **Name** | **Position (as in TECH-6)** | **Person-month Remuneration Rate** | **Time Input in Person/Month**  (from TECH-6) | {*Currency # 1- as in FIN-2If applicable*} | {*Currency # 2- as in FIN-2If applicable}* | *{Currency# 3- as in FIN-2If applicable*} | TZS |
|  | **Key Experts** |  |  |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |  |  |
|  | [*Field*] |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 0 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Non-Key Experts** |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |  |  |

**NOTE: Payments will be made in the foreign currency(ies) only if indicated in ITC 16.4**

**Section 5. Government Policy – Corrupt and Fraudulent Practices**

[“Notes to the Client”: this section shall not be modified]

It is the Government’s policy to require that consultants and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers and any personnel thereof, observe the highest standard of ethics during the selection and execution of Public financed contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party[[3]](#footnote-3) to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties[[4]](#footnote-4) designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[5]](#footnote-5);

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under paragraph 1.22(e) below.

(b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or an individual at any time, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Public financed contract in Zanzibar and (ii) to be a nominated[[6]](#footnote-6) as sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Public financed contract.

**Section 6. Terms of Reference**

*1. Background \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*2. Objective(s) of the Assignment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*3. Scope of Services, Tasks (Components) and Expected Deliverables*

*3.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*3.2 [indicate if downstream work is required]*

*3.3 [indicate if training is a specific component of the assignment]*

*4. Team Composition &Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)*

*5. Reporting Requirements and Time Schedule for Deliverables*

*At a minimum, list the following:*

*(a) format, frequency, and contents of reports;*

*(b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*

*(c) dates of submission;*

*(d) persons (indicate names, titles, submission address) to receive them; etc.*

*If no reports are to be submitted, state here “Not applicable.”*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval by the Client shall be added: “Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”*

*6. Client’s Input and Counterpart Personnel*

*(a) Services, facilities and property to be made available to the Consultant by the Client: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

*(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [list/specify]*

***7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

# PART II

# Section 7. Conditions of Contract and Contract Forms

**Foreword**

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract).
2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant’s remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant’s experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) *[reimbursable]* expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant’s outputs by the Client is paramount.

###### Time-Based Form of Contract

**HARMONIZED STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Time-Based

**Contents**

[**Preface** 53](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746740)

[**I. Form of Contract** **Error! Bookmark not defined.**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746741)

[**II. General Conditions of Contract** 56](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746742)

[**A. General Provisions** 56](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746743)

[1. Definitions 56](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746744)

[2. Relationship Between the Parties 57](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746745)

[3. Law Governing Contract 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746746)

[4. Language 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746747)

[5. Headings 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746748)

[6. Communications 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746749)

[7. Location 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746750)

[8. Authority of Member in Charge 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746751)

[9. Authorized Representatives 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746752)

[10. Corrupt and Fraudulent Practices 58](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746753)

[**B. Commencement, Completion, Modification and Termination of Contract** 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746754)

[11. Effectiveness of Contract 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746755)

[12. Termination of Contract for Failure to Become Effective 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746756)

[13. Commencement of Services 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746757)

[14. Expiration of Contract 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746758)

[15. Entire Agreement 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746759)

[16. Modifications or Variations 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746760)

[17. Force Majeure 59](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746761)

[18. Suspension 61](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746762)

[19. Termination 61](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746763)

[**C. Obligations of the Consultant 63**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746764)

[20. General 63](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746765)

[21. Conflict of Interests 64](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746766)

[22. Confidentiality 65](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746767)

[23. Liability of the Consultant 65](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746768)

[24. Insurance to be Taken out by the Consultant 65](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746769)

[25. Accounting, Inspection and Auditing 65](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746770)

[26. Reporting Obligations 65](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746771)

[27. Proprietary Rights of the Client in Reports and Records 66](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746772)

[28. Equipment, Vehicles and Materials 66](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746773)

[**D. Consultant’s Experts and Sub-Consultants 66**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746774)

[29. Description of Key Experts 66](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746775)

[30. Replacement of Key Experts 67](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746776)

[31. Approval of Additional Key Experts 67](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746777)

[32. Removal of Experts or Sub-consultants 67](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746778)

[33. Replacement/ Removal of Experts – Impact on Payments 67](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746779)

[34. Working Hours, Overtime, Leave, etc. 68](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746780)

[**E. Obligations of the Client 68**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746781)

[35. Assistance and Exemptions 68](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746782)

[36. Access to Project Site 69](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746783)

[37. Change in the Applicable Law Related to Taxes and Duties 69](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746784)

[38. Services, Facilities and Property of the Client 69](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746785)

[39. Counterpart Personnel 70](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746786)

[40. Payment Obligation 70](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746787)

[**F. Payments to the Consultant 70**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746788)

[41. Ceiling Amount 70](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746789)

[42. Remuneration and [Reimbursable Expenses] 70](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746790)

[43. Taxes and Duties 71](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746791)

[44. Currency of Payment 71](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746792)

[45. Mode of Billing and Payment 71](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746793)

[46. Interest on Delayed Payments 72](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746794)

[**G. Fairness and Good Faith 73**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746795)

[47. Good Faith 73](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746796)

[**H. Settlement of Disputes 73**](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746797)

[48. Amicable Settlement 73](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746798)

[49. Dispute Resolution 73](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746799)

**I. Eligibility ……………………………………………………………………………… 89**

[III. Special Conditions of Contract 75](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746801)

[IV. Appendices 83](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746802)

[Appendix A – Terms of Reference 83](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746803)

[Appendix B - Key Experts 83](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746804)

[Appendix C – Remuneration Cost Estimates 83](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746805)

[Appendix D – [Reimbursable Expenses] Cost Estimates 85](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746806)

[Appendix E - Form of Advance Payments Guarantee 86](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300746807)

# Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Government’s Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

I. Form of Contract

**Time-Based**

This CONTRACT [hereinafter called the “Contract”] is made the *[Number]* day of the *[month], [year*], between, on the one hand, *[Name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows:”………….(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this contract, namely, [name of Consultant] and [name of consultant] (hereinafter called the “Consultant”).

**WHEREAS**

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that he/she has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has set aside part of its budget towards the cost of the Services to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of this contract

**NOW THEREFORE** the parties hereto agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [Note: *If any of these Appendices are not used, the words “Not used,” should be inserted below, next to the little of the Append*ix]

Appendix A: Description of Services *[ ]*

Appendix B: Reporting Requirements *[ ]*

Appendix C: Personnel and Sub-Consultants – Hours of

Work for Key Personnel *[ ]*

Appendix D: Remuneration Cost Estimates

Appendix E: [*Reimbursables*] Cost Estimates *[ ]*

Appendix F: Form of Advance Payments Guarantee *[* *]*

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

*[Authorized Representative]*

[***Note****: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   * 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.   2. “Applicable Law” means the laws and any other instruments having the force of law in Zanzibar.   3. “Authority” means the Public Procurement and Disposal of Public Assets Authority established under section 4 of PPDA Act No.11 of 2016.   4. “Client” means the *[implementing/ executing agency]* that signs the Contract for the Services with the selected Consultant.   5. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.   6. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).   7. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect the assignment conditions.   8. “Day” means a calendar day.   9. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).   10. “Foreign Currency” means any currency other than the currency of the Client’s country.   11. “Government” means the Revolutionary Government of Zanzibar   12. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.   13. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.   14. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.   15. “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.   16. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.   17. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Zanzibar; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Zanzibar.   18. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.   19. “Regulation” means Public Procurement Regulations 2020 of Zanzibar.   20. “RFP” means the Request for Proposals to be prepared by the PDE for the selection of Consultants, based on the SRFP.   21. “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.   22. “Services” means the work to be performed by the Consultant pursuant to the Contract.   23. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.   24. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.   25. “TORs” (this Section 7 of the RFP) means the Terms of References that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| Language | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| Authorized Representatives | * 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.** |
| Corrupt and Fraudulent Practices | * 1. The Government requires compliance with its policy in regard to corrupt and fraudulent or prohibited practices. |
| a. Commissions and Fees | * 1. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party,the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Government. |

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

|  |  |
| --- | --- |
| Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| Force Majeure |  |
| a. Definition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | * 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.   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) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   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.   4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   * 1. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49. |
| Suspension | * 1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| Termination | 19. 1 This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.  19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and [*reimbursable*] expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

# C. Obligations of the Consultant

|  |  |
| --- | --- |
| General |  |
| a. Standard of Performance | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.  20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.  20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.  20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Zanzibar when  (a) as a matter of law or official regulations of Zanzibar prohibits commercial relations with Consltant country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Tanzania prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| Conflict of Interests | * 1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Government’s law and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law. |
| Insurance to be taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| Accounting, Inspection and Auditing | 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.  25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Government and/or persons appointed by the Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination and/or sanctions. |
| Reporting Obligations | 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| Proprietary Rights of the Client in Reports and Records | 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.  27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| Equipment, Vehicles and Materials | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.  28.2 Any equipment or materials brought by the Consultant or its Experts into Zanzibar for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.**  29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.  29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment. |
| Replacement of Key Experts | 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| Approval of Additional Key Experts | 31.1 If during execution of the Contract, additional Key Experts are required to carry out 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 (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. |
| Removal of Experts or Sub-consultants | 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client. |
| Replacement/ Removal of Experts – Impact on Payments | 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. |
| Working Hours, Overtime, Leave, etc. | 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from Zanzibar, experts carrying out Services inside Zanzibar shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from Zanzibar as is specified in **Appendix B**.  34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant’s remuneration shall be deemed to cover these items.  34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services. |

# E. Obligations of the Client

|  |  |  |
| --- | --- | --- |
| Assistance and Exemptions | 35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.  (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Zanzibar while carrying out the Services under the Contract.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.  (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.  (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Zanzibar according to the applicable law.  (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law of bringing into Zanzibar reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.  (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| Access to Project Site | 36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| Change in the Applicable Law Related to Taxes and Duties | 37.1 If, after the date of this Contract, there is any change in the applicable law in Zanzibar with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1 | |
| Services, Facilities and Property of the Client | 38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.  38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, 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 thereof pursuant to Clause GCC 41.3. | |
| Counterpart Personnel | 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.  39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.  39.3 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. |
| Payment Obligation | 40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below. | |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| Ceiling Amount | 41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D ([Reimbursable expenses]).  41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.  41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
| Remuneration and Reimbursable Expenses | 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.  42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.  42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.  42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in Appendix B, (iii) the Consultant’s profit, and (iv) any other items as specified in the SCC.  42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known. |
| Taxes and Duties | 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.  43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| Currency of Payment | 44.1 Any payment under this Contract shall be made in TZS unless specified in the SCC. |
| Mode of Billing and Payment | 45.1 Billings and payments in respect of the Services shall be made as follows:  (a) *Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.  (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in (foreign currency if applicable) and in local currency. Each invoice shall show remuneration reimbursable expenses separately.  (c) The Client shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. 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.  (d) *The Final Payment*: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.  (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| Intereston Delayed Payments | 46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

# G. Fairness and Good Faith

|  |  |
| --- | --- |
| Good Faith | 47.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

# H. Settlement of Disputes

|  |  |
| --- | --- |
| Amicable Settlement | 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply. |
| Dispute Resolution | 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |
|  |  |

# Special Conditions of Contract

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

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1b and 3.1** | **The Contract shall be construed in accordance with the law of** [*insert Zanzibar*]. |
| **4.1** | **The language is:\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the language.].* |
| **6.1 and 6.2** | **The addresses are:**  Client :    Attention :  E-mail :  Consultant :    Attention :    E-mail  : |
| **8.1** | *[****Note****: If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*  **The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**  **For the Client:** *[name, title]*  **For the Consultant:** *[name, title]* |
| **11.1** | *[Note: If there are no effectiveness conditions, state “N/A”]*  *OR*  *List here any conditions of effectiveness of the Contract, e.g. receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]*  **The effectiveness conditions are the following**: *[insert “N/A” or list the conditions]* |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  **The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert time period, e.g.: four months]*. |
| **13.1** | **Commencement of Services:**  **The number of days shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[e.g.: ten]*.  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**  **The time period shall be** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: twelve months].* |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**  Yes\_\_\_\_\_\_ No \_\_\_\_\_ |
| **23.1** | **No additional provisions.**  [OR  The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:  “Limitation of the Consultant’s Liability towards the Client:  (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the Contract;  (b) This limitation of liability shall not  (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Zanzibar laws. |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  [Note: Delete what is not applicable except (a)].  **(a) Professional liability insurance, with a minimum coverage of** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;  (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law in the Client’s country”];*  (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]*;  (d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and  (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| **27.1** | *[****Note****: If applicable, insert any exceptions to proprietary rights provision\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **27.2** | *[****Note****: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*  [The Consultant shall not use these *[insert what applies…….documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Client.]  OR  [The Client shall not use these *[insert what applies…….documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Consultant.]  OR  [Neither Party shall use *these [insert what applies…….documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the other Party.] |
| **35.1**  **(a) through (e)** | [**Note**: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.] |
| **35.1(g)** | [**Note**: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(g).] |
| **42.3** | **Price adjustment on the remuneration …………….. [**insert **“applies”** or **“ does not apply”]**  [***Note:*** If the Contract is less than 18 months, price adjustment does not apply.  If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration paid in foreign currency (if applicable) on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:  {or }  where  *Rf* is the adjusted remuneration;  *Rfo* is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;  *If* is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and  *Ifo* is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.  The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to *If* and *Ifo* in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”].*  (2) Remuneration paid in Tanzania Shillings pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]*the calendar month after the date of the Contract) by applying the following formula:  {or }  where  *Rl* is the adjusted remuneration;  *Rlo* is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;  *Il* is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and  *Ilo* is the official index for salaries in the Client’s country for the month of the date of the Contract.    The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to *Il* and *Ilo* in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency].*  (3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor *X0/X*. *X0* is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. *X* is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect. |
| **43.1 and 43.2** | **The Client warrants that** [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):  If ITC16.3 indicates a tax exemption status, include the following: “**the Consultant, the Sub-consultants and the Experts shall be exempt from**”  OR  If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:  “the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]  any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:  (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;  (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;  (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;  (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:   1. the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and 2. if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country. |
| **44.1** | **The currency [currencies] of payment shall be the following:** *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]* |
| **45.1(a)** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:  ***Sample Provision:***  (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off.  (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. |
| **45.1(b)** | **[Note**: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:  **The Consultant shall submit to the Client itemized statements at time intervals of** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [e.g. “every quarter”, “every six months”, “every two weeks”, etc.].* |
| **45.1(e)** | **The accounts are:**  for foreign currency: *[insert account if applicable]*.  for local currency: *[insert account]*. |
| **46.1** | **The interest rate is**: *[insert rate]*. |
| **49.** | **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate national or international professional board]*  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate national or international appointing authority]*.  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the respective appointing authority.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. |

# Appendices

Appendix A – Terms of Reference

**[*Note*:** This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks that require prior approval by the Client.

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP*]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the “Reporting Requirements” section of the TORs:Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.

Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts:**List here the hours of work for Key Experts; travel time to/ from the Client’s country; entitlement, if any, to leave pay; public holidays in the Client’s country that may affect Consultant’s work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

*{Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.}*

***Model Form I***

***Breakdown of Agreed Fixed Rates in Consultant’s Contract***

*We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:*

*(Expressed in [insert name of currency])\**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *Experts* | | *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
| *Name* | *Position* | *Basic Remuneration rate per Working Month/Day/Year* | *Social Charges1* | *Overhead1* | *Subtotal* | *Profit2* | *Away from Home Office Allowance* | *Agreed Fixed Rate per Working Month/Day/Hour* | *Agreed Fixed Rate per Working Month/Day/Hour1* |
| *Home Office* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| *Work in the Client’s Country* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

*1 Expressed as percentage of 1*

*2 Expressed as percentage of 4*

*\* If more than one currency, add a table*

*Signature Date*

*Name and Title:*

Appendix D – [*Reimbursable Expenses*] Cost Estimates

1. *{Insert the table with the [reimbursable expenses] rates. The table shall be based on [Form FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.}*

2. All *[reimbursable expenses]* shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

Appendix E - Form of Advance Payments Guarantee

[***Note****:* See Clause GCC 45.1 (a) and SCC 45.1(a)]

**Bank Guarantee for Advance Payment**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ with you, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[7]](#footnote-7)1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_,[[8]](#footnote-8)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

###### Lump-Sum Form of Contract

**HARMONIZED STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum

**Contents**

[**Preface** 92](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749250)

[**I. Form of Contract** 95](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749251)

[**II. General Conditions of Contract** 97](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749252)

[**A. General Provisions** 97](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749253)

[1. Definitions 97](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749254)

[2. Relationship Between the Parties 98](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749255)

[3. Law Governing Contract 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749256)

[4. Language 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749257)

[5. Headings 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749258)

[6. Communications 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749259)

[7. Location 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749260)

[8. Authority of Member in Charge 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749261)

[9. Authorized Representatives 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749262)

[10. Corrupt and Fraudulent Practices 99](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749263)

[**B. Commencement, Completion, Modification and Termination of Contract** 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749264)

[11. Effectiveness of Contract 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749265)

[12. Termination of Contract for Failure to Become Effective 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749266)

[13. Commencement of Services 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749267)

[14. Expiration of Contract 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749268)

[15. Entire Agreement 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749269)

[16. Modifications or Variations 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749270)

[17. Force Majeure 100](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749271)

[18. Suspension 102](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749272)

[19. Termination 102](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749273)

[**C. Obligations of the Consultant** 104](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749274)

[20. General 104](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749275)

[21. Conflict of Interests 105](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749276)

[22. Confidentiality 106](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749277)

[23. Liability of the Consultant 106](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749278)

[24. Insurance to be Taken out by the Consultant 106](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749279)

[25. Accounting, Inspection and Auditing 106](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749280)

[26. Reporting Obligations 107](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749281)

[27. Proprietary Rights of the Client in Reports and Records 107](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749282)

[28. Equipment, Vehicles and Materials 107](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749283)

[**D. Consultant’s Experts and Sub-Consultants** 107](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749284)

[29. Description of Key Experts 107](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749285)

[30. Replacement of Key Experts 108](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749286)

[31. Removal of Experts or Sub-consultants 108](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749287)

[**E. Obligations of the Client** 108](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749288)

[32. Assistance and Exemptions 108](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749289)

[33. Access to Project Site 109](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749290)

[34. Change in the Applicable Law Related to Taxes and Duties 109](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749291)

[35. Services, Facilities and Property of the Client 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749292)

[36. Counterpart Personnel 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749293)

[37. Payment Obligation 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749294)

[**F. Payments to the Consultant** 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749295)

[38. Contract Price 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749296)

[39. Taxes and Duties 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749297)

[40. Currency of Payment 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749298)

[41. Mode of Billing and Payment 110](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749299)

[42. Interest on Delayed Payments 111](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749300)

[**G. Fairness and Good Faith** 112](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749301)

[43. Good Faith 112](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749302)

[**H. Settlement of Disputes** 112](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749303)

[44. Amicable Settlement 112](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749304)

[45. Dispute Resolution 112](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749305)

**I. Eligibility**

[46. Eligibility 133](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749304)

[**III. Special Conditions of Contract** 113](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749307)

[**IV. Appendices** 121](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749308)

[Appendix A – Terms of Reference 121](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749309)

[Appendix B - Key Experts 121](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749310)

[Appendix C – Breakdown of Contract Price 121](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749311)

[Appendix D - Form of Advance Payments Guarantee 124](file:///C:\Users\hafidh.zam\AppData\Local\Temp\MALARIA%20STD%20RFP%20DRAFT%20MONDAY%20(Hafidh%20Rashid%20Zam).docx.doc#_Toc300749312)

# Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[**Loan/Credit/Grant/Financing**] **No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

*[****Name of the Client****]*

**and**

*[****Name of the Consultant****]*

**Dated:**

# Form of Contract

**Lump-Sum**

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[***Note****:* If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “…(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client]*

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | * 1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   2. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.   3. “Applicable Law” means the laws and any other instruments having the force of law in Zanzibar.   4. “Authority” means the Public Procurement and Disposal of Public Assets Authority established under section 4 of PPDA Act No.11 of 2016.   5. “Client” means the *[implementing/ executing agency]* that signs the Contract for the Services with the selected Consultant.   6. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.   7. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).   8. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect the assignment conditions.   9. “Day” means a calendar day.   10. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).   11. “Government” means the Revolutionary Government of Zanzibar   12. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.   13. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.   14. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.   15. “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.   16. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.   17. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Zanzibar; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Zanzibar.   18. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.   19. “Regulation” means Public Procurement Regulations 2020 of Zanzibar.   20. “RFP” means the Request for Proposals to be prepared by the PDE for the selection of Consultants, based on the SRFP.   21. “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.   22. “Services” means the work to be performed by the Consultant pursuant to the Contract.   23. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.   24. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.   25. “TORs” (this Section 7 of the RFP) means the Terms of References that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| Language | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| Authorized Representatives | * 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.** |
| Corrupt and Fraudulent Practices | * 1. The Government requires compliance with its policy in regard to corrupt and fraudulent or prohibited practices |
| a. Commissions and Fees | * 1. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Government. |

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

|  |  |
| --- | --- |
| Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| Force Majeure |  |
| a. Définition | * 1. 17.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | * 1. 17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | * 1. 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.   2. 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   3. 17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.   4. 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   (a) (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  (b) (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   * 1. (c) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45. |
| Suspension | * 1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| Termination | 19.1. This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.  19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4.Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5.Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) payment for Services satisfactorily performed prior to the effective date of termination; and  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

# C. Obligations of the Consultant

|  |  |
| --- | --- |
| General |  |
| a. Standard of Performance | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.  20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.  20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.  20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Zanzibar when  (a) as a matter of law or official regulations of Zanzibar prohibits commercial relations with country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Tanzania prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| Conflict of Interests | 21.1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Government’s Laws and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be as determined under the Applicable Law. |
| Insurance to be Taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| Accounting, Inspection and Auditing | 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.  25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Government and/or persons appointed by the Government to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination and/or sanction. |
| Reporting Obligations | 26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| Proprietary Rights of the Client in Reports and Records | 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.  27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC. |
| Equipment, Vehicles and Materials | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.  28.2 Any equipment or materials brought by the Consultant or its Experts into Zanzibar for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B. |
| Replacement of Key Experts | 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| Removal of Experts or Sub-consultants | 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.  31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

# E. Obligations of the Client

|  |  |  |
| --- | --- | --- |
| Assistance and Exemptions | 32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:  (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.  (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.  (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.  (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Zanzibar according to the applicable law.  (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Zanzibar of bringing reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.  (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| Access to Project Site | 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| Change in the Applicable Law Related to Taxes and Duties | 34.1 If, after the date of this Contract, there is any change in the applicable law in Zanzibar with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1 | |
| Services, Facilities and Property of the Client | 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A. | |
| Counterpart Personnel | 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in Appendix A.  36.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| Payment Obligation | 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below. | |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| Contract Price | 38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.  38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A. |
| Taxes and Duties | 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.  39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| Currency of Payment | 40.1 Any payment under this Contract shall be made in TZS unless specified in the SCC. |
| Mode of Billing and Payment | 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.  41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.  41.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.  41.2.2 *The Lump-Sum Installment Payments*. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  41.2.3 *The Final Payment:* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.  41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder. |
| Interest on Delayed Payments | 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC. |

# G. Fairness and Good Faith

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

# H. Settlement of Disputes

|  |  |
| --- | --- |
| Amicable Settlement | 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply. |
| Dispute Resolution | * 1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the arbitration in accordance with the provisions specified in the SCC. |

# Special Conditions of Contract

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

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(b) and 3.1** | **The Contract shall be construed in accordance with the law of** *[Zanzibar].* |
| **4.1** | **The language is:\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the language]*. |
| **6.1 and 6.2** | **The addresses are:**  Client :    Attention :  E-mail :  Consultant :    Attention :  E-mail  : |
| **8.1** | *[****Note****: If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*  **The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**  **For the Client:** *[name, title]*  **For the Consultant:** *[name, title]* |
| **11.1** | *[Note: If there are no effectiveness conditions, state “N/A”]*  *OR*  *List here any conditions of effectiveness of the Contract, e.g. receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]*  **The effectiveness conditions are the following**: *[insert “N/A” or list the conditions]* |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: four months]*. |
| **13.1** | **Commencement of Services:**  The number of days shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[e.g.: ten]*.  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | Expiration of Contract:  The time period shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert time period, e.g.: twelve months]*. |
| **21 b.** | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3  Yes\_\_\_\_\_\_ No \_\_\_\_\_ |
| **23.1** | **No additional provisions.**  **[OR**  The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:  “Limitation of the Consultant’s Liability towards the Client:  (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:  (i) for any indirect or consequential loss or damage; and  (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the Contract;  (b) This limitation of liability shall not  (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;  (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert* “Applicable Law*”* |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  [Note: Delete what is not applicable except (a)].  **(**a) Professional liability insurance, with a minimum coverage of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;  (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Zanzibar by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law in Zanzibar]*;  (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state “in accordance with the applicable law in Zanzibar]*;  (d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in Zanzibar as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and  (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| **27.1** | [**Note**: If applicable, insert any exceptions to proprietary rights provision\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **27.2** | [The Consultant shall not use these *[insert what applies…….documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Client.]  OR  [The Client shall not use these *[insert what applies…….documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the Consultant.]  OR  [Neither Party shall use these *[insert what applies…….documents and software………..]* for purposes unrelated to this Contract without the prior written approval of the other Party.] |
| **35.1**  **(a) through (e)** | [Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.] |
| **35.1(g)** | [**Note**: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(g).] |
| **38.1** | **The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency as applicable]* [indicate:inclusiveorexclusive]of local indirect taxes.  Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: ”for“ or “to”] the Consultant. |
| **39.1 and 39.2** | **The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):*  *If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”*  OR  If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:  *“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,”* OR *“the Client shall reimburse the Consultant, the Sub-consultants and the Experts”*]  any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:  (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;  (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;  (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;  (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:   1. the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and 2. if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country. |
| **40.1** | The currency for the payment shall be*: [ Insert TZS or any other currency if applicable]* |
| **41.2** | **The payment schedule:**  **[*Note:*** Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A**]**  **1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]*  **2nd payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **……………:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Final payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **[*Note:*** Total sum of all installments shall not exceed the Contract price set up in SCC38.1.] |
| **41.2.1** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:  ***Sample Provision:***  (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against *[list the payments against which the advance is offset]*.  (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.  (3) The bank guarantee will be released when the advance payment has been fully set off. |
| **41.2.3** | **The accounts are:**  for foreign currency: *[insert account if applicable]*.  for local currency: *[insert account]*. |
| **42.1** | **The interest rate is**: *[insert rate]*. |
| **44.1** | **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate national or international professional Board]*  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate national or international appointing authority]*.  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 1. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the respective appointing authority.   3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. |

# Appendices

Appendix A – Terms of Reference

**[*Note*:** This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

………………………………………………………………………………………………

Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

……………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

*{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}*

***Model Form I***

***Breakdown of Agreed Fixed Rates in Consultant’s Contract***

*We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:*

*(Expressed in [insert name of currency])\**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *Experts* | | *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
| *Name* | *Position* | *Basic Remuneration rate per Working Month/Day/Year* | *Social Charges1* | *Overhead1* | *Subtotal* | *Profit2* | *Away from Home Office Allowance* | *Agreed Fixed Rate per Working Month/Day/Hour* | *Agreed Fixed Rate per Working Month/Day/Hour1* |
| *Home Office* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| *Work in the Client’s Country* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

*1 Expressed as percentage of 1*

*2 Expressed as percentage of 4*

*\* If more than one currency, add a table*

*Signature Date*

*Name and Title:*

Appendix D - Form of Advance Payments Guarantee

[***Note****:* See Clause GCC 41.2.1 and SCC 41.2.1]

**Bank Guarantee for Advance Payment**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ with you, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[9]](#footnote-9)1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_,[[10]](#footnote-10)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

1. Day, month, year; for example, 30th July 2020. [↑](#footnote-ref-1)
2. [*Insert if applicable*] [↑](#footnote-ref-2)
3. For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution, and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-3)
4. For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish contract prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions. [↑](#footnote-ref-4)
5. For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-5)
6. A nominated sub-consultant, supplier, or service provider is one which has been either: (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services, or (ii) appointed by the Borrower. [↑](#footnote-ref-6)
7. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-7)
8. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-8)
9. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-9)
10. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-10)