

KONINKRIJK BELGIË
Federale Overheidsdienst
Buitenlandse Zaken,
Buitenlandse Handel en
Ontwikkelingssamenwerking

Bilaterale Samenwerking Oost en Zuidelijk Afrika

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Aan de Heer Carl Michiels
Voorzitter van het Directiecomité
Belgische Technische Cooperatie
Hoogstraat 147
1000 Brussel
België

DIRGEN :	
000433	19.12.2011
org. :	M. Loubanois
cc :	PM, KOK, CCS (P18)
RE, JPS, KDC	
Oug : COX (clan.)	

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19-12-2011

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Onderwerp: **Tanzania "Enhancement of procurement capacity of Local Government Authorities (PPRA)" - IN: TAN1102611**

**Notificatie van de Bijzondere Overeenkomst en getekende
Uitvoeringsovereenkomst**

Geachte Heer Voorzitter,

De bijzondere overeenkomst voor in rand vermeld project werd ondertekend in Dar es Salaam op 8 december 2012 en geregistreerd door onze financiële dienst op 12 december 2011. Deze laatste datum is de officiële startdatum van de uitvoeringsovereenkomst.

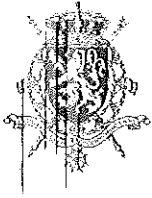
In bijlage vindt U één van beide ondertekende originelen van de Uitvoeringsovereenkomst en een kopie van de Bijzondere Overeenkomst.

Ik wens U een goede start van de interventie.

Hoogachtend,

Melanie Schellens
Diensthooft

Bijlage(n):2



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SPECIFIC AGREEMENT

Between

The Kingdom of BELGIUM

And

The United Republic of TANZANIA

On

**ENHANCEMENT OF PROCUREMENT
CAPACITY OF LOCAL GOVERNMENT
AUTHORITIES**

The Kingdom of Belgium,

And

The United Republic of Tanzania,

Hereinafter referred to as "the Parties"

- Considering the General Agreement for Development Cooperation between the Kingdom of Belgium and the United Republic of Tanzania signed in Dar es Salaam on 3th January 1984, and as revised in the General Agreement signed on 16th October 2002 between the two governments ,
- Considering the minutes of the 7th Joint Commission on Development held in Dar es Salaam on 26th October 2009 between the Kingdom of Belgium and the United Republic of Tanzania and its annexed Indicative Development Cooperation Program 2010-2013
- Considering the request for an Enhancement of Procurement Capacity of Local Government Authorities project through its identification file approved during the Partner Committee for Bilateral Cooperation on 23d March 2011,
- Considering the relations of friendship and solidarity between the two countries

Hereby agree as follows:

Article 1 : Subject of the Agreement

1.1 By the present Specific Agreement, the Parties make a commitment to finance the implementation of the Project

"ENHANCEMENT OF PROCURMENT CAPACITIES OF LOCAL GOVERNMENT AUTHORITIES",

hereinafter referred to as "The Project".

1.2. The overall objective of the project is "Ensuring systems and structures of governance uphold the rule of law and are democratic, effective, accountable, predictable, transparent, inclusive and corruption free at all levels ".

1.3. The specific objective of the project is "Procurement capacity at local government level is sustainably enhanced"

Article 2: Responsible Entities of the Parties

2.1 The United Republic of Tanzania designates the "Ministry of Finance", hereinafter referred to as "MoF" as the entity responsible to supervise the financial aspects of the Specific Agreement (SA) on behalf of the Tanzanian Party.

The United Republic of Tanzania designates the "Public Procurement Regulatory Authority", hereinafter referred to as "PPRA" as the entity responsible to supervise the technical arrangements of the SA on behalf of the Tanzanian Party.

2.2. The Kingdom of Belgium designates the Directorate-General for Development Cooperation, hereinafter referred to as "DGDC", of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation as the entity responsible for the Belgian contribution to the Project.

DGDC is represented in Tanzania by the Attaché for International Cooperation at the Embassy of Belgium in Dar es Salaam.

2.3. The Kingdom of Belgium entrusts the implementation and the follow-up of its obligations to the "Belgian Technical Cooperation", a public-law company with social purposes, hereinafter referred to as "BTC".

Its Resident Representative in Dar es Salaam represents BTC in the United Republic of Tanzania.

BTC performs this task pursuant to an agreement concluded with the Belgian State.

Article 3: Contribution of both Parties to the Project

3.1. The total budget of the Project is of a maximum amount of 5,264,000 EUR on the date of signing of this Specific Agreement.

3.2. The Kingdom of Belgium undertakes to contribute a maximum amount of 5,000,000 EUR on the date of signing of the Specific Agreement.

3.3. The United Republic of Tanzania undertakes to contribute a maximum amount of 264,000 EUR on the date of signing of the Specific Agreement.

3.4. The utilisation of this budget is detailed in the Technical and Financial File, annexed to this Agreement.

Article 4: Technical and Financial File (TFF)

4.1 The Project will be implemented according to the Technical and Financial File, attached to this Specific Agreement.

4.2 With the exception of the specific objective of the Project (art.1.3), of the duration of the Specific Agreement (art. 12.1) of the global budget (art. 3), which a modification needs an exchange of letters between the Parties, according to article 6 of the Specific Agreement, the Joint Local Partner Committee (JLPC) may adapt the Technical and Financial File according to the evolution of the general context and/or the course of the Project.

- 4.3 BTC shall inform the DGDC on the modifications made to the TFF :
- The way in which the Belgian and/or the Tanzanian contribution is made available to the Project;
 - Results, including their respective budgets;
 - Responsibilities, attributions, composition and operating mode of the JLPC;
 - Approval mechanism for adapting the TFF;
 - Indicators for the specific objective and for the results;

Adapted indicative financial program will be included, if deemed necessary.

Article 5: Obligations of the Parties

Both parties agree to take timely all institutional, administrative and budgetary measures required for the correct implementation of the commitments described in this Specific Agreement.

Article 6: Joint Local Partner Committee (JLPC) of the project

6.1 The Parties agree to entrust the JLPC with the follow up, the monitoring and the control of the implementation of the Project.

6.2 The composition, the attributions, the responsibilities and the operating mode of the JLPC are specified in the Technical and Financial File.

6.3 The JLPC sets up its internal regulations with respect to the other articles of this Specific Agreement. Minutes of the meetings will be signed by the members. One copy will be sent to the Attaché for Development Cooperation.

6.4 The JLPC shall meet on at least a six-monthly basis and at the latest three months after the Signature of the present Agreement.

6.5 Not later than six months before the end of the Project, the JLPC will meet to examine the final draft report of the Project, prepared according to the regulations defined in the Technical and Financial File, and to clarify the modalities for ending the Project as stipulated in article 11.2.

Article 7: Means by which the international technical assistance funded by the Belgian contribution is made available

7.1 The international technical assistants financed by the Belgian contribution will be recruited and engaged by the BTC. This staff will be subjected to the preliminary agreement of MoF.

7.2 The expatriate staff non-resident of The United Republic of Tanzania, put at the disposal of the Project by BTC, benefits from the same privileges and immunities as those granted to the technical experts of United Nations. He/she notably has the right to import or to buy, franchised taxes according to the current Tanzanian regulations, the furniture and the personal effects, the electronic equipments, and

the articles, for his/her personal usage as well as for the members of his/her family living with him, imported within six months following the first installation of the expert. His/her salary and its fees are tax-exempt on the territory of The United Republic of Tanzania.

When it is required, he is subjected to the Social Security in respect of the Belgian legislation.

7.3 The Tanzanian Party authorizes the temporary admission, according to the regulations in force under the regulations of the cooperation, the personal vehicle at the rate of one vehicle for a family.

7.4 The Tanzanian Party delivers to this staff an identity card for expatriate staff and grants him with the necessary visas, according to the modalities for the experts of the United Nations in The United Republic of Tanzania

Article 8: Privileges and immunities

Goods and Services to be used wholly and exclusively for the purpose of the project under this Agreement shall be exempted from taxes and duties in accordance with prevailing tax laws of the United Republic of Tanzania".

Article 9: Mutual Information

Each of the Parties will transmit to the other Party all information necessary for the smooth implementation of the Project.

Article 10: Reports, Control and evaluation

10.1 The TFF determines the procedures for administrative and operational, accounting and financial reporting.

10.2 Each Party can at any moment control or evaluate the Project, jointly or separately, provided the other Party is informed in advance. Each Party will communicate to the other Party the conclusions of its controls and evaluations.

Article 11: Post Project period and sustainability of the results

In order to assure the sustainability of the results of the Project, The United Republic of Tanzania takes all necessary institutional, administrative and budgetary measures.

Article 12 : Duration, extension, cancellation, modifications and litigation :

12.1 This Specific Agreement shall enter into force on the day of the signature of two Parties and is concluded for a period of 72 months, that can not be extended. The duration of the project will be 5 years.

12.2 Funds available for activities engaged before the expiration of this Specific Agreement will be automatically used beyond this date in case the related contracts have not been fully executed at the expiration of the foreseen duration.

- 12.3 After the financial closure of the Project, the funds not used will be re-allocated as project aid in the current Indicative Programme of Cooperation at a Partner Committee and will be confirmed by an Exchange of Letters.
- 12.4 This Agreement may be cancelled by each of the Parties, by written note, subject to a three-months notice. In this case, the funds that have not been used will be re-allocated at the expiration of that notice conform with the mentioned article 12.3. All contracts, concluded in accordance with the TFF before the cancellation of this Agreement, will be honoured as foreseen.
- 12.5 The clauses of this Specific Agreement can be modified by common agreement among the Parties by an Exchange of Letters.
- 12.6 Any disagreement relating to the application or interpretation of this Specific Agreement shall be settled through negotiation between the Parties.

Article 13: Addresses:

The notifications foreseen by the present Agreement, and more specially those which would have object its modification or its interpretation, will be sent by the diplomatic way,

For the Belgian Party:

The Attaché for International Cooperation at the Embassy of Belgium,
P.O. Box 9210,
Dar es Salaam.

For the Tanzanian Party:

Permanent Secretary
Ministry of Finance
P.O. Box 9111,
Dar es Salaam.

The notifications or the correspondence pertaining to the implementation of its technical components will be sent to:

For the Belgian Party:

Resident Representative of BTC
P.O. Box 23209,
Dar es Salaam.

For the Tanzanian Party:

The Chief Executive Officer
Public Procurement Regulatory Authority
PO Box 49
Dar es Salaam

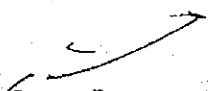
In witness whereof, the Parties have signed this Specific Agreement, in two originals

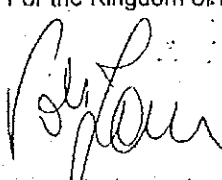
in the English language, both copies being equally authentic, each Party hereby acknowledging receipt of its copy.

Done in duplicate in Dar es Salaam on 08-12-2011.

For the United Republic of Tanzania

For the Kingdom of Belgium


Deputy Permanent Secretary
of the Ministry of Finance


Ambassador
in Dar es Salaam