



THE UNITED REPUBLIC OF TANZANIA
TANROADS - KATAVI REGIONAL OFFICE



REQUEST FOR PROPOSAL

PROPOSAL NO.: TR36/007/2023/2024/C/01

FOR

Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard

22/02/2024

LIST OF ABBREVIATIONS

AQRB	Architects and Quantity Surveyors Registration Board
Cap	Chapter
CC	Conditions of Contract
COI	Conflict of Interest
CV	Curriculum Vitae
ERB	Engineers Registration Board
ES	Environmental and Social
EOI	Expression of Interests
FBS	Fixed Based Selection
FIN	Financial Form
FY	Financial Year
GCC	General Condition of Contracts
ICS	International Competitive Selection
IFP	Invitation for Pre-qualification
ITC	Instruction to Consultants
JV	Joint Venture
LCS	Least Cost Selection
LOI	Letter of Invitation
NCC	National Construction Council
NCS	National Competitive Selection
NeST	National e-Procurement System of Tanzania
NIA	Notice of Intention to Award
OAG	Office of Attorney General
PE	Procuring Entity
PPA	Public Procurement Act, Cap 410
PPAA	Public Procurement Appeals Authority
PPR	Public Procurement Regulations
PPRA	Public Procurement Regulatory Authority
QBS	Quality Based Selection
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
SCC	Special Conditions of Contracts
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
SPD	Standard Pre-qualification Document
SRFP	Standard Request for Proposal
TECH	Technical Form
TOR	Terms of Reference

PART I – SELECTION PROCEDURES AND REQUIREMENTS

SECTION I: LETTER OF INVITATION



THE UNITED REPUBLIC OF TANZANIA
TANROADS - KATAVI REGIONAL OFFICE



Proposal No. TR36/007/2023/2024/C/01

FOR

Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard

22/02/2024

1. The Government of the United Republic of Tanzania has set aside funds for the operation of the TANROADS - KATAVI REGIONAL OFFICE during the financial year 2023/2024. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard.
2. The TANROADS - KATAVI REGIONAL OFFICE now invites eligible consultants to submit proposals for the following consulting services: Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard. Details of the services are provided in the Terms of Reference.
3. The TANROADS - KATAVI REGIONAL OFFICE now invites proposals from Company Local, Partnership Foreign, Company Foreign, GOVERNMENT_ENTERPRISE, Special Group and Partnership Local to indicate their interest in providing the services which include Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard for a duration of 365 days.
4. A firm will be selected under Quality and Cost Based Selection and procedures described in this RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
 - Section 2: Instructions to Consultants (ITC)
 - Section 3: Proposal Data Sheet (PDS)
 - Section 4: Technical Proposal – *The form is available in the system during tender submission.*
 - Section 5: Financial Proposal – *The form is available in the system during tender submission.*
 - Section 6: Eligible Countries
 - Section 7: Terms of Reference
 - Section 8: General Conditions of Contract (GCC)
 - Section 9: Special Conditions of Contract (SCC)
 - Section 10: Forms of Contract
 - Section 11: Appendices

6. Consultants are required to register on NeST and pay tender participation fee as indicated in the NeST to be able to participate in this selection process.
7. All Expression of Interests/Proposals must be properly filled in and submitted through NeST at or before 4:00 PM on 13/03/2024. Proposals will be opened promptly thereafter through NeST.
8. The Technical Proposals shall be opened promptly thereafter on NeST and consultants may view the opening report through NeST. The Financial Proposals shall remain unopened until the second public opening of the Financial Part, following the evaluation of the Technical Part of the Tender.

REGIONAL MANAGER
P.O BOX 440,MPANDA

SECTION 2: INSTRUCTIONS TO CONSULTANTS

A. General and Specific Instructions

Instruction to Consultants (ITC)	ITC Sub-Clause	Description Clause
1. Scope of Proposal, Selection Method, and Interpretation	1.1	The Procuring Entity (PE), as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Consulting Services as specified in the PDS and described in detail in Section 7 [Terms of Reference] in accordance with the method of selection specified in the PDS .
	1.2	Only the short-listed Consultants indicated in the Letter of Invitation are to submit a Proposal for the provision of Consulting Services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.3	The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS . When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before the commencement of the next phase.
	1.4	<p>Throughout this RFP:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; (c) “Act” means the Public Procurement Act, Cap 410. (d) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (e) “Applicable Law” means the laws of Tanzania. (f) “Authority” means Public Procurement Regulatory Authority. (g) “Client” means the Procuring Entity (PE) that signs the Contract for the services with the selected Consultant. (h) “Consultant” means an individual expert or legally-established professional consulting firm or an entity that may provide or provides the services to the Client under the Contract. (i) “Contract” means a legally binding written agreement signed between the PE 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. (j) “Day” means a calendar day. (k) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)). (l) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (m) “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

		<p>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.</p> <p>(n) “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.</p> <p>(o) “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.</p> <p>(p) “JVCA” means a joint venture, consortium, or association</p> <p>(q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(r) “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.</p> <p>(s) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(t) “Proposal Data Sheet (PDS)” means an integral part of the Instructions to Consultants (ITC) Section 3 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(u) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(v) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(w) Sexual Exploitation and Abuse” “(SEA)” means the following:</p> <p style="padding-left: 40px;">Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p style="padding-left: 40px;">Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> <p>(x) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.</p> <p>(y) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(z) “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.</p> <p>(aa) “TORs” (Section 7 of the SRFP) means the Terms of Reference 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.</p>
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2. Source of Funds	2.1	The PE has allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
	2.2	For the purpose of this provision, “public funds” means monetary resources appropriated to PEs as defined in the Public Procurement Act, Cap 410.
	2.3	Payments by the development partner, if so indicated in the PDS , will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that PE, as well as Consultants, to observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
	3.2	<p>In pursuance of this requirement, the PE shall</p> <ul style="list-style-type: none"> (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings under public fund; <p>if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, obstructive, collusive, coercive practices in competing for, or in executing, a contract under public fund.</p>
	3.3	Should any corrupt, fraudulent, obstructive, or coercive practices of any kind referred to in ITC 3.4 come to the knowledge of the PE, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the PE related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.
	3.4	<p>The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among consultants, prior to or after submission designed to establish prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; (c) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act; (d) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; and (e) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of another party.

	3.5	The Consultant shall be aware of the provisions on fraud and corruption stated in GCC3 [Corrupt, Fraudulent or Coercive Practices] and GCC66.3 [Termination for Default].
	3.6	The Consultant's and the PE's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Eligible Consultants	4.1	Only short-listed Consultants are eligible to submit proposals. In the case of a JVCA , all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the selection process and, in the event the JVCA is awarded the Contract, during contract execution. The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the PE.
	4.2	Any proposal from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party shall not be substantially altered without prior written approval of the PE.
	4.3	The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent or coercive practices in accordance with ITC3 [Corrupt, Fraudulent, Coercive and Collusive Practices].
	4.4	Government or semi-public agencies in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.
	4.5	Foreign firms competing to be awarded non-emergency consultancy assignments whether by tender or any other means recognized in Public Procurement Act Cap 410 shall be required to include local experts and firms in their teams. Appropriate weights shall be assigned by PE in the PDS so that they are used during evaluation.
	4.6	Consultants may be ineligible if – <ul style="list-style-type: none"> (a) such person or firm is declared bankrupt or, in the case of company or Consultant insolvent; (b) payments in favour of the person, company or Consultant is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such person, company or Consultant involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct; (e) the person or Consultant is debarred and blacklisted in accordance with Public Procurement Act from participating in public procurement for corrupt, coercive, fraudulent, collusive or obstructive practices, breach of a procurement contract, failure to abide with Bid Securing Declaration and making false representation about his qualifications during selection proceeding or other grounds as may be deemed necessary by the Authority;

		<p>(f) Company or Consultant is found guilty of serious misrepresentation with regard to information required for participation to submit proposals; or</p> <p>(g) the Consultant is from an ineligible country as specified under Section VI [Ineligible countries] of this tendering document.</p>
	4.6	The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
	4.7	Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the PE he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.
	4.8	Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of the PE, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
5. Conflict of Interest	5.1	<p><u>General</u></p> <p>The Consultant (including any of his affiliates/associates), in reference to the requirements that the Consultant provides professional and objective advice and at all times hold the PE’s interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in ITC 5.2 to 5.4 below. “COI” shall mean a situation in which a Consultant provides biased professional advice to a PE in order to obtain from that PE an undue benefit for himself or affiliate(s)/associate(s).</p>
	5.2	<p><u>Conflicting Activities</u></p> <p>A firm that has been engaged by the PE to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm’s earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
	5.3	<p><u>Conflicting Assignments</u></p> <p>A Consultant (including its Personnel 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 to be executed for the same or for another PE. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a PE in the privatization of public assets shall not purchase, nor advise PEs of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.</p>
	5.4	<p><u>Conflicting Relationships</u></p> <p>A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the PE’s staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.</p>

	5.5	<p><u>Unfair Competitive Advantage</u></p> <p>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 PE shall indicate in the PDS 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.</p>
6. Eligible Services	6.1	All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS .
7. Site Visit	7.1	The Consultant, at the Consultant's own responsibility, cost and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for Provision of Services.
	7.2	The Consultant should ensure that the PE is advised of the visit in adequate time to allow it to make appropriate arrangements.
	7.3	If specified in PDS , the Consultant's designated representative is invited to attend a site visit which, if convened, will take place at a place and on the date and time specified in the PDS . Unless specified in the PDS , non- attendance at the site visit will not be a cause for disqualification of a Consultant.

B. Request for Proposal

8. RFP Sections	8.1	<p>In addition to the Letter of Invitation, the RFP includes the following documents:</p> <p>PART 1 SELECTION PROCEDURE AND PROCURING ENTITY’S REQUIREMENTS</p> <p>Section 2: Instructions to Consultants (ITC) Section 3: Proposal Data Sheet (PDS) Section 4: Technical Proposal – Standard Forms Section 5: Financial Proposal – Standard Forms Section 6: Eligible Countries Section 7: Terms of Reference (TOR)</p> <p>PART 2: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section 8: General Conditions of Contract (GCC) Section 9: Special Conditions of Contract (SCC) Section 10: Contract Forms Section 11: Appendices</p>
	8.2	The PE shall not be responsible for the completeness or incompleteness of the RFP and any addenda if they were not obtained directly from NeST.
	8.3	The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal
9. RFP Clarification	9.1	A prospective Consultant requiring any clarification of the RFP may notify the PE through NeST not later than seven (7) calendar days prior to the deadline for the submission of Proposals.
	9.2	The PE shall within three (3) working days after receiving the request for clarification respond and publish through NeST provided that such request is received within time prescribed in ITC 9.1. The response shall include a description of the enquiry but without identifying its source.
	9.3	Should the PE deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITC 11 [RFP Amendment].
10. Pre-proposal meeting.	10.1	To clarify issues and to answer questions on any matter arising in the RFP, the PE may, if stated in the PDS , invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the PDS . The Consultant is encouraged to attend the meeting if it is held.
	10.2	The Consultant may submit questions if any through NeST to reach the PE before the pre-proposal meeting. PE may respond to questions during the meeting, however, all questions raised and their responses will be transmitted in accordance with ITC 10.3.
	10.3	Minutes of the pre-proposal meeting, if applicable, including questions raised by the Consultants without identifying the source and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all short-listed Consultants through NeST.
11. RFP Amendment	11.1	Any modification to the RFP Sections listed in ITC 8 [RFP Sections] that may become necessary as a result of the pre-Proposal meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to this clause and not through the minutes of the Pre-Proposal meeting.
	11.2	At any time prior to the deadline for submission of Proposals, the PE, for any reason on its own initiative or in response to a clarification request from a Consultant, may amend the RFP by issuing an addendum.
	11.3	Any addendum including the notice of any extension of the deadline issued shall be the part of the RFP and shall be communicated through NeST to all the short-listed Consultants.
	11.4	In order to allow prospective Consultants reasonable time to take an addendum into account in preparing their Proposals, the PE at its discretion may extend the deadline for the submission of Proposals, pursuant to ITC 28 [Proposal

		Submission Deadline].
	11.5	Where PE decides to extend the submission date, the notice of any extension of the deadline shall be given promptly through NeST to Consultants to which the PE issued the RFP.

C. Proposal Preparation

12. Only one Proposal	12.1	A short-listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposals shall be 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 PDS .
13. Costs of Preparation of Proposal	13.1	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process
14. Proposal: Language	14.1	The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract, shall be written in the English language unless specified otherwise in the PDS . Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or language specified in the PDS , in which case, for purposes of interpretation of the Proposal, such translation shall govern.
	14.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation
15. Proposal: Documents	15.1	The Proposal prepared by the Consultant shall comprise the following: (a) Technical Proposal; (b) Financial Proposal; (c) Documentary evidence establishing the Consultant's eligibility; and (d) Post-qualification Information; and (e) Any other document required as stated in the PDS .
16. Proposal: Preparation	16.1	In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
	16.2	The Consultant shall prepare the Technical Proposal in accordance with ITC 17 [Technical Proposal Preparation] and ITC 18 [Technical Proposal: Format and Content] using the forms furnished in Section 4: Technical Proposal; Standard Forms.
	16.3	The Consultant shall prepare the Financial Proposal in accordance with ITC 19 [Financial Proposal Format and Content] and using the forms furnished in Section 5: Financial Proposal; Standard Forms.
	16.4	All the forms mentioned in ITC 18 [Technical Proposal: Format and Content] and ITC 19 [Financial Proposal Format and Content] shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.
17. Technical Proposal Preparation	17.1	While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC 17.2 to 17.7 inclusive.
	17.2	If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short-listed Consultants at the time of submission of a proposal is not permitted, and the PE shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the PE, which must be obtained prior to the submission of a proposal. A short-listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the PE. For such cases, the Proposal shall be submitted in the name of the short-listed Consultant. For such sub-consultancy (etc.), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-

		Consultant(s). Sub-consultancies (etc.) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.
	17.3	For Quality and Cost Based Selection (QCBS) or Least Cost Selection (LCS) based assignments, the estimated number of Professional staff-months is indicated in the PDS ; however, the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.
	17.4	For Selection under a Fixed Budget (FBS), the available budget is given in the PDS , and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
	17.5	Proposed professional staff shall have at least the qualification experience indicated in the PDS , preferably working under conditions similar to Tanzania. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.
	17.6	Alternative experts shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. The CV of the key staff shall be signed by the CV holder and an authorized official of the Consultant.
18. Technical Proposal: Format and Content	18.1	<p>The Technical Proposal shall provide the following information using the Technical Proposal Standard Forms through the system:</p> <ul style="list-style-type: none"> (a) Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant: (b) Consultant Organization and Experience giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the PE as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the PE. (c) Comments and suggestions to the Terms of Reference: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the PE. (d) Approach, Methodology and Work Plan: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule and Planning for deliverables and should be in the form of a bar chart showing the timing proposed for each activity. (e) Work Schedule and Planning for Deliverables (f) Team Composition - list of proposed Professional staff team by area

		<p>of expertise, the position that would be assigned to each staff team member, and their tasks. Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.</p> <p>(g) CVs of the Professional staff: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.</p> <p>(h) Code of Conduct of Experts (ES) Form.</p> <p>(i) Proposal Securing Declaration.</p> <p>(j) Standard Form for Power of Attorney.</p> <p>(k) Anti-bribery Pledge.</p> <p>(l) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS; specifies training as a major component of the assignment.</p> <p>(m) Any additional information that might be requested in the PDS;</p>
	18.2	The Technical Proposal shall not include any financial information.
19. Financial Proposal Format and Content	19.1	<p>The Financial Proposal shall provide the following information using the Financial Proposal - Standard Forms (Section 5):</p> <p>(a) Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.</p> <p>(b) Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;</p> <p>(c) breakdown of costs against staff remuneration;</p> <p>(d) Breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;</p> <p>(e) The estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.</p> <p>If appropriate, all these costs should be broken down by activity.</p>
20. Taxes	20.1	The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The PE will state in the PDS if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
21. PE Inputs	21.1	<p>The PE shall:</p> <p>(a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;</p> <p>(b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and</p> <p>(c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.</p>
22. Alternative Proposals	22.1	Unless otherwise stated in PDS, alternative proposals shall not be considered. Where the RFP allows alternative proposals, a Consultant shall quote the price for the fully compliant proposal and then, separately

		indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted.
23. Proposal Prices	23.1	The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to provide under the contract.
	23.2	Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC 43 [Proposal: Negotiation].
24. Proposal Currency	24.1	All prices shall be quoted in currency (ies) as stated in the PDS .
25. Proposal Validity and Proposal Securing Declaration	25.1	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the PE.
	25.2	Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The PE will make its best effort to complete negotiations within this period.
	25.3	In exceptional circumstances, prior to the expiration of the original Proposal validity period, the PE may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made through NeST. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the procurement proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.
	25.4	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 PE 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.
	25.5	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 PE, such Proposal will be rejected.
	25.6	Pursuant to ITC 18 [Technical Proposal: Format and Content], unless otherwise specified in the PDS the Consultant shall furnish as part of its Proposal, a proposal security/securing declaration in the form(s) specified in the PDS in the format provided in the system.
	25.7	The Proposal Securing Declaration is required to protect the PE against the risk of Consultant's conduct which would warrant the security's execution, pursuant to sub clause 25.10.
	25.8	Any Proposal not accompanied by a Proposal Securing Declaration in accordance with sub clause 25.6 shall be rejected by the PE as non-responsive.
	25.9	The Proposal Securing Declaration of a JVCA must be in the name of the JVCA submitting the Proposal.
	25.10	A Consultant shall be suspended from being eligible for tendering in any contract with the PE for the period of time indicated in the Proposal Securing Declaration: <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in sub-Clauses 25.3 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to <ul style="list-style-type: none"> (i) sign the contract, or

		(ii) furnish the required performance security
26. Proposal Format and Signing	26.1	The Consultant shall prepare the Technical Proposal as described in ITC18 [Technical Proposal: Format and Content] and the Financial Proposal as described in ITC19 [Financial Proposal Format and Content].
	26.2	The Proposals shall be signed by a person or persons duly authorized to sign on behalf of the Consultant and the authorization documents shall be submitted together with the proposal indicating the name and position of each signatory in accordance to the requirements of the NeST, in a format acceptable by NeST, preferably Portable Document Format (PDF). The authorization shall be in the format provided in the system.

D. Proposal Submission

27. Proposal Submission	27.1	All Proposals shall be submitted through NeST. Proposals submitted through NeST shall be considered to be true and legal versions, duly authorized and duly executed by the Consultant, and intended to have binding legal effect.
	27.2	The Proposal shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Consultant may be verified with a follow-up due diligence process.
	27.3	Proposals submitted through NeST shall be received in full before closing time.
	27.4	Consultants must ensure the integrity, completeness, and authenticity of their submission; and in case of electronic records entered online and files containing the proposal being unreadable for any reason, the proposal submitted shall not be considered.
28. Proposal Submission Deadline	28.1	Proposals shall be received by the PE through NeST not later than the date and time specified in PDS and NeST.
	28.2	The PE may, in exceptional circumstances and at its discretion and before the expiry of the submission deadline, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC11 [RFP Amendment], in which case all rights and obligations of the PE and Consultants previously subject to the original deadline will thereafter be subject to the new deadline.
29. Proposal Submitted Late	29.1	NeST does not allow a Consultant to submit its Proposals after the deadline for submission of Proposals in accordance with ITC 28 [Proposal Submission Deadline].
30. Proposal Modification, Substitution or Withdrawal	30.1	A Consultant may modify or substitute or withdraw its proposal after it has been submitted to the PE through NeST, provided that such modification or substitution or withdrawal is made prior to the deadline for submission of proposals prescribed under ITC 28 [Proposal Submission Deadline]. Consultant shall receive an acknowledgment of receipt of any amendment of its submitted proposal through the system.
	30.2	No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals as specified in ITC 28 [Proposal Submission Deadline].

E. Proposal Opening and Evaluation

31. Technical Proposal Opening	31.1	The opening of the Technical Proposals shall be done by the system (NeST) automatically and opening records shall be made available in the appropriate section of the NeST. A Consultant or any other person with interest in the proposal process can access proposal opening records on the appropriate section of the NeST. No Proposal shall be rejected at the proposal opening.
	31.2	The PE shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC 37 [Financial Proposal Opening].
32. Confidentiality	32.1	Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti-fraud and corruption policy.
	32.2	The Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the PE.
33. Proposal Clarification	33.1	The PE may, in writing, ask Consultants for clarification of their Technical Proposals through NeST in order to facilitate the examination and evaluation of Technical Proposals. The response shall be communicated through NeST and no change in the substance of the Proposal shall be sought, offered or permitted.
34. Contacting the Procuring Entity	34.1	Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the PE.
	34.2	Any effort by a Consultant to influence the PE in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
35. Examination of Conflict of Interest Situation [COI]	35.1	During the evaluation of the Technical Proposals, the PE shall ascertain that no new Conflict of Interest [COI] situations have arisen since the Consultant was short-listed. If the PE identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.
	35.2	If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the PE shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.
	35.3	If a Consultant has been found to mislead the PE by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
36. Proposal Technical Evaluation	36.1	The PE shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC 36.2.
	36.2	Technical Proposals shall be evaluated and ranked applying the evaluation criteria, sub criteria, and point system indicated in Section for Qualification and Evaluation Criteria .
	36.3	Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the PE that work associated with implementation of any such improvements are

		included in the inputs shown on the Consultant's staffing schedule.
37. Financial Proposal Opening	37.1	In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the PE shall notify through NeST, those Consultants that have secured the minimum qualifying mark, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall be within seven (7) calendar days after the notification date and the financial proposals shall be opened through NeST and opening records shall be made available publicly in the appropriate section of the System. Where all Consultants are qualified to have their financial proposals opened in the case of QCBS or in the case LCS, the PE may fix shorter period for opening of financial proposal subject to obtaining confirmation of the attendance of all successful firms at the set date for opening.
	37.2	In the Case of QBS, after the technical evaluation is completed, the PE shall notify, through NeST, the Consultant that has secured the Maximum Score, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall be within three (3) working days after the notification date and the financial proposals shall be opened through NeST and opening records shall be made available publicly in the appropriate section of the System.
	37.3	The PE shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will not be opened.
	37.4	Financial Proposals shall be opened through NeST and the opening records shall be made available publicly in the appropriate section of the System after the Financial Proposals are opened.
38. Proposal: Financial Evaluation	38.1	The PE will review the detailed content of each Financial Proposal. During the review, the PE will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
	38.2	Financial Proposals will be reviewed to ensure completeness (i.e. whether Consultants have costed all items of the corresponding Technical Proposal). Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.
	38.3	In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.
39. Correction of Arithmetical Errors	39.1	Under Lump sum Contract, 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 39.2 below, specified in the Financial Proposal shall be considered as the offered price.
	39.2	The PE's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the PDS.
40. Conversion to Single Currency	40.1	Prices expressed in the various currencies shall be converted to a single currency as specified in the PDS in which they are payable to Tanzania Shilling using the selling rates of exchange issued by the Bank of Tanzania prevailing on the date of tender opening.
41. Proposal Combined Evaluation	41.1	In QCBS the Proposals will be 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) indicated in the PDS : $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC 43 [Proposal Negotiation].
	41.2	In the case of Fixed-Budget Selection, the PE will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
	41.3	In the case of the LCS, the PE will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
42. Post-qualification of Consultants	42.1	The PE shall conduct post-qualification to determine whether the Consultant with the best-evaluated proposal has the capability, legal capacity and resources to carry out the contract. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the first ranked Consultant using non-discretionary criteria, as stated in the Request for Proposal. The result of the post-qualification shall be embodied in a formal report.
	42.2	<p>The criteria for post-qualification or due diligence shall include-</p> <ul style="list-style-type: none"> (a) legal requirements: to verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the consultant and the fact that it is not included in any “blacklist”; (b) technical requirements: to determine compliance of the consulting services offered with the requirements specified in the request for proposal including, where applicable verification and validation of the Consultant’s stated competence and experience on similar contracts, and the competence and experience of the Consultant’s key personnel to be assigned to the consulting services; (c) financial requirements: to verify, validate and ascertain the audited financial statements of the Consultant and the financial proposal; (d) knowledge of local working conditions; (e) current commitments; (f) litigation record; or (g) any other relevant criteria as specified in the PDS.
	42.3	<p>Where the Financial Proposal of the lowest evaluated Consultant is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> (a) The PE may reject a proposal if the PE has determined that the price in combination with other constituent elements of the proposal is abnormally low in relation to the subject matter of the procurement (scope of services) and raise concerns with the PE as to the ability of the Consultant that presented that financial proposal to perform the contract. (b) Before rejecting an abnormally low financial proposal the PE shall request the Consultant an explanation of the proposal or of those parts which it considers contribute to the proposal being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the proposal or parts of the proposal being abnormally low. (c) The decision of the PE to reject a proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned. (d) The PE shall not incur liability solely by rejecting abnormally low

		financial proposal.
	42.4	Where the first ranked Consultant does not meet the post-qualification criteria; the proposal shall be rejected; and where applicable, post-qualification shall be conducted to the next ranked Consultant.
43. Proposal: Negotiation	43.1	Negotiations will be held at the address indicated in the PDS . The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the PE may specify.
	43.2	<u>Proposal Negotiation: Technical</u> Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the PE to ensure satisfactory implementation of the assignment. The PE shall prepare minutes of negotiations which will be signed by the PE and the Consultant.
	43.3	<u>Proposal Negotiation: Financial</u> The financial negotiations will reflect the agreed technical modifications in the cost of the services. The financial negotiations may involve the remuneration rates for staff and other proposed unit rates to suit the PEs available budget commensurate with the market remuneration rates, provided such reduction shall not make the proposal abnormally low in accordance ITT 42.3 [Post-qualification of Consultants]. This provision is not applicable for proposals invited under a FBS. The financial negotiations will generally fine-tune the duration of experts’ inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.
	43.4	<u>Availability of Professional staff/experts</u> Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the PE expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff/experts will be actually available. The PE will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
	43.5	<u>Proposal Negotiations: Conclusion</u> Negotiations will conclude with a review of the special conditions of contract that will form the contract. If negotiations fail, the PE will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the PE shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the PE to reject all proposals.

F. Contract Award

44. Contract Award	44.1	After completing negotiations and prior to awarding of the contract, the PE shall issue a Notice of Intention to Award (NIA) the contract in the format provided in Section 10 [Contract Forms]. The NIA shall be issued through NeST to all Consultants who participated in the selection process giving them seven (7) Working Days within which to submit complaints to the PE thereof, if any.
	44.2	Where no complaints have been lodged, the Consultant whose proposal has been accepted will be notified by Letter of Acceptance through NeST of the award by the PE prior to the expiration of the Proposal Validity Period. The Letter of Acceptance shall be in the format provided in Section 10 [Contract Forms] and will state the sum that the PE will pay the successful Consultant in consideration for the execution of the scope of services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	44.3	The notification of award will constitute the documents forming the Contract, subject to furnishing the Performance Security or Performance Securing Declaration in accordance with ITC 45 [Performance Security or Performance Securing Declaration] and the signing of the Contract in accordance with ITC 46 [Signing of Contract].
45. Performance Security or Performance Securing Declaration	45.1	Within fourteen (14) calendar days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the PE a Performance Security or Performance Securing Declaration, and if required in the PDS, the Environmental and Social (ES) Performance Security, in the amount and in the form stipulated in the PDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
	45.2	<p>The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, to be provided by the successful Consultant, shall be in the form specified in the PDS which shall be in any of the following:</p> <ul style="list-style-type: none"> (a) electronic money transfer, cash, certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank; (c) unconditional bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign consultant bonded by a foreign bank; or (d) surety bond callable upon demand issued by any reputable surety or insurance company. <p>In the case of Bank Guarantee or Surety Bond, they shall be in the format provided in in the form provided in Section 10 [Contract Forms].</p> <p>Any Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	45.3	Failure of the successful Consultant to comply with the requirements of ITC 45.1 shall constitute sufficient grounds for cancellation of the award and the PE may resort to awarding the Contract to the next ranked Consultant or call for new tenders.
46. Signing of	46.1	Promptly after notification of award, PE shall send the successful Consultant the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract

Within fourteen (14) calendar days after furnishing the Performance Security or

Contract	46.2	Performance Securing Declaration, the successful Consultant and the PE shall sign the Contract.
	46.3	Upon both parties signing the Contract, the PE will promptly notify unsuccessful Consultants, the name of the winning Consultant and the Contract amount and will discharge the Tender Securing Declaration of the unsuccessful Consultant. The PE shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants
47. Advance Payment	47.1	The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the PDS.
	47.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section 10 [Contract Forms]
	47.3	For the purpose of receiving the Advance Payment, the Consultant shall make an estimate of, and include in its Proposal, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of experts during the first month beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
48. Commencement of Services	48.1	The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

G: Review of Procurement Decisions

49. Right to Review	49.1	A Consultant who claims to have suffered or that may suffer any loss or injury as a result of a breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
50. Time Limit on Review	50.1	The Consultant shall submit an application for review within Seven (7) working days of the Consultant becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
	50.2	The provision of ITC 50.1 shall not apply to complaints referred to in ITC 44.1 [Contract Award].
51. Submission of Applications for Review	51.1	Any application for administrative review shall be submitted in writing through NeST to the Accounting Officer of a PE at the address shown in the PDS and a copy shall be electronically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
	51.2	For PEs with delegated procurement functions, applications for administrative review for proposals floated by the delegated Accounting Officer shall be submitted through NeST to the delegated Accounting Officer with a copy served to the PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	51.3	<p>The application for administrative review shall include:</p> <ul style="list-style-type: none"> (a) details of the procurement requirements to which the complaint relates; (b) details of the provisions of the Act, Regulations, or provision that has been breached or omitted; (c) an explanation of how the provisions of the Act, Regulation, or provision have been breached or omitted, including the dates and name of the responsible public officer, where known; (d) documentary or other evidence supporting the complaint where available; (e) remedies sought; and (f) any other information relevant to the complaint.
	51.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
52. Decision by the Accounting Officer	52.1	<p>The Accounting Office shall, within three (3) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	52.2	Where the Accounting Officer does not issue a decision within the time specified in ITC 52.1, the Consultant submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITC 53.1 [Review by the Public Procurement Appeals Authority] within three (3) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.

<p>53. Review by the Public Procurement Appeals Authority</p>	<p>53.1</p>	<p>Complaints or disputes which-</p> <ul style="list-style-type: none"> a) are not settled within the specified period under ITC 52 [Decision by the Accounting Officer]; b) are not amicably settled by the Accounting Officer; or c) arise after the procurement contract has entered into force pursuant to ITC 46 [Signing of Contract], <p>shall be referred to the Appeals Authority within Seven (7) working days from the date when the Consultant received the decision of the accounting officer or, in case no decision is issued after the expiry of the time stipulated under ITC 52 [Decision by the Accounting Officer] or when the Consultant become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute pursuant to ITC 50 [Time Limit on Review].</p> <p>The Appeals Authority shall, within forty five (45) days issue a written decision concerning the complaint or dispute stating the reasons for the decisions and the remedies granted if any.</p> <p>The decision of the Appeals Authority shall be binding to the parties on complaint or appeal and such decision may be enforced in any court of competent jurisdiction.</p>
	<p>53.2</p>	<p>The Public Procurement Appeals Authority (PPAA) may be contacted at the address shown in the PDS.</p>

SECTION 3: PROPOSAL DATA SHEET

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
1	Name of the PE	1.1	TANROADS - KATAVI REGIONAL OFFICE
2	Service/Project/ Proposal Identification	1.1	TR36/007/2023/2024/C/01
3	Description of Services	1.1	Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard
4	Selection Procedure	1.1	Quality and Cost Based Selection
5	Phasing of the Assignment	1.3	The Consultant shall carry out all the tasks necessary to achieve the defined objectives. The services shall be carried out in two phases namely: Phase I: Feasibility study including the preliminary design, cost estimates, assessment of environment & social impacts and preparation of environmental management plans and RAP framework documents. Phase II: Detailed engineering design, including full resettlement action plan; preparation of pre-qualification and bidding documents; assistance in the pre-qualification of contractors and bidding process .
6	Source of Funds and Development Partner	2.1&2.3	Not Applicable
7	Unfair Competitive Advantage	5.5	Not Applicable.
8	Eligible Services	6.1	Not Applicable
9	Site visit	7.3	The site is: Inyonga – Ilunde – Kishelo - Kitunda . Date of site visit:27/02/2024. Time of site visit: 10:00.
10	Details of a Pre-Proposal Meeting	10.1	A pre-proposal Meeting will be held on 27/02/2024 at 15:00 hours local time at REGIONAL MANAGER'S OFFICE of P.O BOX 440,MPANDA. For more details contact Eng. Martin A. Mwakabende, Regional Manager, Telephone number +2552529555230.
11	Participation of Sub-consultants, Key Experts and Non-Key Experts	12.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one proposal is NOT_ALLOWED
12	Language of Proposal	14.1	The Proposal and other documents shall be written in the ENGLISH.
13	Other documents required to be submitted	15.1(e)	No additional documents are required.
14	Professional Time Input	17.3	The estimated number of professional staff-months required for the assignment is: 56 staff months
15	Available Budget	17.4	Not Applicable
16	Qualifications of Professional Staff	17.5	The minimum required qualifications and experience of professional staff are as indicated in the Terms of Reference and Qualification and Evaluation Criteria.

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
17	Training	18.1(l)	Will be presented during project implementation
18	Additional information on the Technical Proposal	18.1(m)	Additional information on methodology, staffing and monitoring of training includes; Not Applicable
19	Reimbursable Expenses	19.1(d)	The reimbursable expenses shall be the following; 1. Other Allowances
20	Payment of Local Taxes	20.1	The Client shall apply for the Consultant from payment of VAT in Tanzania. Information on the Consultant's tax obligations in Tanzania can be found in the TRA website and its related link found therein. Official Source of Information on Tax Obligations in Tanzania is obtained from www.tra.go.tz .
21	Local Taxes Exemption	20.1	The Value Added Tax (VAT) in Connection with importation, purchases or delivery of goods and services procured for the implementation of the Project shall be Exempted
22	PEs Inputs	21.1 (a)	The PE will provide the following inputs and facilities; As indicated on Terms of Reference
23	Alternative Proposals	22.1	Not Applicable
24	Currency of the Proposal	24.1	For Foreign Consultants Currency Shall be in any freely Convertible Currency except for local inputs which shall be quoted in Tanzanian Shillings. For Local Consultants Currency shall be quoted in Tanzanian Shillings.
25	Validity Period of the Proposals	25.1	120 days after the submission deadline date.
26	Proposal Security	25.6	Proposal Securing Declarations shall be submitted with the proposal in the format provided in the system.
27	Proposal Submission date and Time	28.1	The Proposals must be submitted no later than: Date: 13/03/2024. Time: 4:00 PM Local Hours. The Proposal submission address shall be made to the respective Procuring Entity online through NeST.
28	Exclusion of Taxes in the Evaluation of Financial Proposal	39.2	Withholding Taxes and VAT
29	Currency for Conversion	40.1	The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on the tender invitation date. Currency for Tender Conversion: The Tanzanian Shilling.
30	Weights to Technical and Financial Proposals	41.1	Weight given to Technical and Financial proposals are; Technical: 80 Financial: 20
31	Post-qualification Criteria for	42.2	Not Applicable

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
	consultants		
32	Address for Contract Negotiations	43.1	Contract Negotiations address; P.O BOX 440,MPANDA
33	Form of Performance Security or Performance Securing Declaration	45.1	Performance Securing Declaration in the form provided in Request for Proposal.
34	Environmental and Social Performance Security	45.2	ES Performance Securing Declaration
35	Advance Payment Security	47.1	15 Percent.
36	Date of Commencement of the Assignment	48.1	Date of Commencement of the contract: 15/04/2024 Location of the site assignment: Inyonga – Ilunde – Kishelo - Kitunda
37	PPAA Address.	53.2	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION 4. QUALIFICATION AND EVALUATION CRITERIA

QUALIFICATION AND EVALUATION CRITERIA

Commercial Evaluation

1. Eligibility

Litigation History

Tenderers are required to provide litigation records resulting from contracts completed or ongoing under their execution (In case of Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements and Each Member – Must Meet requirements).

Litigation History Start Year	2021-01-01
Litigation History End Year	2023-12-31

Completion Period

Tenderers are required to comply with the completion period as proposed by the procuring entity unless alternative completion period is allowed.

Completion Time (Days)	365
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2. Standard Tender Forms

Tender Validity Period

Consultants are required to confirm with the tender validity period specified by the Procuring Entity.

Tender Validity Period (Days)	120
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Notarized Special Power of Attorney

Tenderers must fill in Standard Power of Attorney as per the required format and upload into the system.

3. Financial Situation and Performance

Financial Statement

Consultants are required to provide details of audited financial statements for the period required by the Procuring Entity.

Average Annual Turnover

Consultants are required to meet average annual turnover amount as required by the procuring entity. To meet the requirement the applicant should submit information of total certified payments received for contracts in progress and/or completed for a period required by the procuring entity.

Average Annual Turnover Amount in TZS or any other freely convertible currency	850000000
Turnover Start Date	2019-01-01
Turnover End Date	2023-12-31

Technical Evaluation

1. Experience

Overall Firm's General Experience

Consultant is required to provide details of Firms General Experience, reputation and details of previous similar assignments

Firm's General Experience

Start Year for Firm's General Experience in assignments	2019-01-01
End Year for Firm's General Experience in assignments	2023-12-31
Minimum number of general assignments	2
Minimum amount for general assignments (TZS)	1000000000

Experience in Previous Similar Assignments

Title of Specialization area or Similar Projects and Conditions	Consultancy Services for Feasibility Study, Environmental and Social Impact Assessment, Detailed Engineering Design and Preparations of Tender Documents for Upgrading of Road to Bitumen Standard.
Minimum number of similar projects	1
Minimum amount for similar projects (TZS)	1000000000
Start Year for Experience in Similar Projects and Conditions	2021-01-31
End Year for Experience in Similar Projects and Conditions	2023-12-31

Knowledge of the Country

Consultant is required to demonstrate knowledge of the country in terms of local language, culture, administrative system and influence of government organizations.

Local Language	Not Applicable
Culture	The Consultant should demonstrate awareness of the Culture of the areas where the assignment is to be carried out
Administrative Systems	The Consultant should demonstrate on how the Country's administrative system is carrying out the assignment
Government Organization	Not Applicable

2. Understanding Terms of Reference

Understanding of the Terms of Reference, Methodology and Proposal Quality of the Assignment

A consultant has to submit a quality proposal and demonstrate a clear understanding of the terms of reference, propose technical approach, methodology, organization and staffing to carry out the assignment.

Understanding of the Terms of Reference

Comments and suggestions on the Terms of Reference	i) Relevant comment and suggestion on the "Terms of Reference". ii) Relative comments and suggestions on Counterpart Staff and facilities to be provided by the Client
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Compliance with environmental and social aspects(reliability, sustainability,social and environmental aspects)

Compliance to Environmental and Social	Submission of justification on compliance with Environmental and Social
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Approach, methodology and overall quality of the proposal

Description of Approach, Methodology and work Plan for Performing the Assignment	i) Technical approaches and methodology ii)Work Schedules and Planning for Deliverable iii) Organization and Staffing
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3. Key Personnel

Qualifications of Key Personnel

Consultant has to provide details showing the qualifications of key personnel available for assignment based on the qualification criteria in the terms of reference.

General Qualifications

Title of professional staff required	Minimum required Education level	Specialized Education	Age of the Key Personnel	Required Similar Assignments	Professional Experience and Status
Team Leader	Degree in Civil Engineering, Postgraduate qualification in highway Engineering is an added advantage	Postgraduate qualification in highway Engineering is an added advantage	Adult	i) He/She must be a Registered Engineer with at least BSc. in Civil Engineering; ii)He/She must have at least 12 years of cumulative experience related to road studies and designs; iii)He/She must have served as a Team Leader on at least three (3) projects of similar magnitude and complexity in the last 10 years; iv) He/she must be proficient in both written and spoken English	Professional Engineer with Valid Practicing License
Transport Economist	Degree in Economics	postgraduate qualifications in	Adult	i)He/she shall have a minimum of BA	Not Applicable

		Economics is an added advantage		in Economics; ii) He/She must have at least 10 years of working experience in carrying out socio-economic analysis of public investment projects; iii) He/she must have served on similar position in at least three (3) projects of road investment studies of similar nature and magnitude projects or more; iii)He/She must have proven knowledge and experience in use of HDM-4 model	
Highway Engineer	Degree in Civil Engineering	A postgraduate qualification in Highway Engineering is an added advantage	Adult	i) He/She must have a minimum of BSc. in Civil Engineering; ii) He/She must have at least 10 years of cumulative experience in road studies and designs; iii) He/She must have served in a similar capacity on at least two (2) projects of similar magnitude and complexity in the past 8years	Professional Engineer with Valid Practicing License
Soil/Materials Engineer	Degree in Civil Engineer	A postgraduate qualification in Geotechnical or Pavement Engineering is an added advantage	Adult	i) He/She must have a minimum of ten (10) years of specific experience in Pavement evaluation, materials testing, soils investigation and pavement design; ii) He/She must have served as Pavement/Materials Engineer on at least two (2) road projects of similar magnitude and complexity in the past 10 years; iii)	Professional Engineer with Valid Practising Lisense

				He/She must demonstrate solid experience of conducting pavement assessment and evaluation on at least one (1) Road project of similar magnitude and complexity .	
Topographical Surveyor	Degree or Diploma in Land surveying/Geometrics	Degree or Diploma in Land surveying/Geometrics	Adult	i) He/She must have at least ten (10) years of cumulative experience related to Land Surveying activities ; ii) He/She must have served as a Topographical Surveyor on at least two (2) projects of similar magnitude and complexity within the last 10 years.	Not Applicable
Bridge/Structural Engineer	Degree in Civil /Structural Engineering	A postgraduate qualification in Bridge/Structural Engineering is an added advantage	Adult	i) He/She must have a minimum of ten (10) years' experience in studies and detailed design of bridge structures; ii) He/She must have served as a Bridge or Structural Engineer on at least two (2) projects involving studies and design of bridges, culverts and other drainage structures within the last 10 years	Professional Engineer With Valid Practicing License
Geotechnical Engineer	Degree in Civil/Geotechnical Engineering	A Postgraduate qualification in Geotechnical Engineering is an added advantage	Adult	i) He/She must have a minimum of ten (10) years of cumulative experience geotechnical investigations and foundation designs ; ii) He/She must have served as Geotechnical	Professional Engineer with Valid Practicing License

				Engineer on at least three (3) road and bridge projects of similar magnitude and complexity in the last 10 years.	
Hydrologist	Degree in Water Resource/Civil Engineering	Postgraduate in Hydrology/Hydraulics is an added advantage	Adult	i) He/She must have at least ten (10) years working experience related to water/flood management schemes; ii) He/She should have served as a Hydrologist on at least two (2) road projects of similar magnitude and complexity within the last 10 years.	Professional Engineer with Valid Practicing License
Environmentalist	Degree in Environment Management, Environmental Science or Environmental Engineering	Not Applicable	Adult	i) He/She must have at least ten (10) years of working experience on Environmental Impact Assessment (EIA); ii) He/She must have done EIA activities on at least three (3) road projects of similar nature and magnitude within the last ten (10) years.	Registered with NEMC or other recognized registration institution
Valuer	Degree or Diploma in Land Management or Valuation	Not Applicable	Adult	i) She/He must have at least ten (10) years working experience in conducting valuation of properties; ii) He/She must have done valuation of properties on at least two (2) road development projects within the last 10 years	Not Applicable
Sociologist	BSc in Social Science or related discipline	Not Applicable	Adult	i) She/He must have at least ten (10) years working experience related to performance of social activities; ii) He/She must have	Not Applicable

				done a SIA on at least two (2) road development projects within the last 10 years.	
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Adequacy for the Project

Required Similar Assignments	Minimum Number of Similar Assignments	Publication on Relevant Subject Matter	Minimum Number of Relevant Publications	Required Career Attainment	Relevant Training Required
i) He/She must be a Registered Engineer with at least BSc. in Civil Engineering; ii) He/She must have at least 12 years of cumulative experience related to road studies and designs; iii) He/She must have served as a Team Leader on at least three (3) projects of similar magnitude and complexity in the last 10 years; iv) He/she must be proficient in both written and spoken English	3	N/A	N/A	Team Leader/Highway Engineer	N/A
i) He/She must have at least ten (10) years of cumulative experience related to Land Surveying activities; ii) He/She must have served as a Topographical Surveyor on at least two (2) projects of similar magnitude and complexity within the last 10 years.	2	N/A	N/A	Topographical Surveyor	N/A
i) He/she shall have a minimum of BA in Economics; ii) He/She must have at least 10 years of working experience in carrying out socio-economic analysis of public investment projects; iii) He/she must have served on similar position in at least three (3) projects of road investment studies of similar nature and magnitude projects or more; iii) He/She must have proven knowledge and experience in use of HDM-4 model	3	N/A	N/A	Transport Economist	N/A
i) He/She must have a minimum of ten (10) years' experience in studies and detailed design of bridge structures; ii) He/She must have served as a Bridge or Structural Engineer on at least two (2) projects involving studies and design of bridges, culverts and	2	N/A	N/A	Bridge/Structural Engineer	N/A

other drainage structures within the last 10 years					
i) He/She must have a minimum of BSc. in Civil Engineering; ii) He/She must have at least 10 years of cumulative experience in road studies and designs; iii) He/She must have served in a similar capacity on at least two (2) projects of similar magnitude and complexity in the past 8years	2	N/A	N/A	Highway Engineer	N/A
i) She/He must have at least ten (10) years working experience in conducting valuation of properties; ii) He/She must have done valuation of properties on at least two (2) road development projects within the last 10 years	2	N/A	N/A	Valuer	N/A
i) He/She must have a minimum of ten (10) years of cumulative experience geotechnical investigations and foundation designs ; ii) He/She must have served as Geotechnical Engineer on at least three (3) road and bridge projects of similar magnitude and complexity in the last 10 years.	3	N/A	N/A	Geotechnical Engineer	N/A
i) He/She must have a minimum of ten (10) years of specific experience in Pavement evaluation, materials testing, soils investigation and pavement design; ii) He/She must have served as Pavement/Materials Engineer on at least two (2) road projects of similar magnitude and complexity in the past 10 years; iii) He/She must demonstrate solid experience of conducting pavement assessment and evaluation on at least one (1) Road project of similar magnitude and complexity .	1	N/A	N/A	Soil/Materials Engineer	N/A
i) He/She must have at least ten (10) years of working experience on Environmental Impact Assessment (EIA); ii) He/She must have done EIA activities on at least three (3) road projects of similar nature and magnitude within the last ten (10) years.	3	N/A	N/A	Environmentalist	N/A
i) He/She must have at least ten (10) years working experience	2	N/A	N/A	Hydrologist	N/A

related to water/flood management schemes; ii) He/She should have served as a Hydrologist on at least two (2) road projects of similar magnitude and complexity within the last 10 years					
i) She/He must have at least ten (10) years working experience related to performance of social activities; ii) He/She must have done a SIA on at least two (2) road development projects within the last 10 years	2	N/A	N/A	Sociologist	N/A

4. Preference Schemes

Local Firm Participation

Foreign firms are required to demonstrate mandatory inclusion of local firms.

Participation by National Experts

Foreign firms are required to demonstrate mandatory inclusion of local experts.

PE to allocate percentage of Participation by National Experts between 25% - 49%	6
PE to allocate percentage of Participation by National Experts by 50% or above	10
PE to allocate percentage of Participation by National Experts between 1% - 24%	1
PE to allocate percentage of Participation by National Experts by 0%	0

Financial Evaluation

1. Financial Proposal

Financial Proposal

Consultants are required to submit priced financial proposal.

SECTION 5: TECHNICAL PROPOSAL – STANDARD FORMS

SN.	STANDARD FORMS	REMARKS
1.	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	<i>The form is available in the system during tender submission.</i>
2.	Consultant's Organization and Experience.	<i>This information will be available in the tenderer profile. Therefore tenderer is required to fill in all required information in his profile before tender application.</i>
3.	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	<i>The form is available in the system during tender submission.</i>
4.	Description of the Approach, Methodology, and Work Plan for Performing the Assignment.	<i>The form is available in the system during tender submission.</i>
5.	Work Schedule and Planning for Deliverables.	<i>The form is available in the system during tender submission.</i>
6.	Team Composition, Key Experts Inputs.	<i>The form is available in the system during tender submission.</i>
7.	CV of Professional Staff.	<i>The form is available in the system during tender submission.</i>
8.	Proposal Securing Declaration/Proposal Security – Bank Guarantee/Proposal Security – Insurance Bond	<i>The form is available in the system during tender submission.</i>
9.	Power of Attorney.	Power of Attorney.
10.	Anti-bribery Pledge.	<i>The form is available in the system during tenderer registration and shall apply to all tender submissions.</i>

CODE OF CONDUCT FOR EXPERTS (ES) Form

We are the Consultant, [enter the name of Consultant]. We have signed a contract with [enter the name of Client] for [enter a description of the Services]. These Services will be carried out at [enter the Site and other locations where the Services will be carried out, as appropriate]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse, and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts in places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Experts and any other person;
3. Maintain a safe working environment including, as applicable, by:
 - a. ensuring that workplaces, equipment, and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation that he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or Client's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. Not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who

makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Consultant's contact person(s) with relevant experience] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Client’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

PROPOSAL FOR CONSULTANT’S TRAINING

This section provides a brief description of the Consultant’s training, contents of training, training methodology, staffing and monitoring, and an outline of the recent experience of the Consultant that is most relevant to the assignment.

A: Training Title

Provide here a brief description of the title of the training

B: Training. Contents

Provide a brief description of the topics that the Consultant will need to be used for training.

C -Consultant’s Training Experience

1:Provide a brief descriptive list of only previous similar assignments successfully completed in the last [.....] years. List only those assignments for which the Consultant was legally contracted by the PE 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 PE.

D - Consultant’s Training Methodology

Provide a brief explanation of the Training methodology the Consultant will use to carry out the training assignment.

E - Consultant’s Training Staff

Provide brief explanations of the list of proposed staff.

F - Consultant’s Training Monitoring

Provide brief explanations and how monitoring will be carried out

Firm’s Name:	
Authorized Signature:	

SECTION 6: FINANCIAL PROPOSAL - STANDARD FORMS

SN.	STANDARD FORMS	REMARKS
1.	Financial Proposal Submission Form.	<i>The form is available in the system during tender submission.</i>
2.	Summary of Costs.	<i>The form is available in the system during tender submission.</i>
3.	Breakdown of Remuneration	<i>The form is available in the system during tender submission.</i>
4.	Breakdown of Reimbursable expenses.	<i>The form is available in the system during tender submission.</i>
5.	Breakdown of Estimates of Local Taxes, Duties	<i>The form is available in the system during tender submission.</i>

SECTION 7: ELIGIBLE COUNTRIES

54	54.1	<p>All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:</p> <ul style="list-style-type: none">(a) as a matter of law or official regulation, the Government of the United Republic of Tanzania prohibits commercial relations with that country, provided that the Government of the United Republic of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; 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, the Government of the United Republic of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.
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SECTION 8: TERMS OF REFERENCE

LOT NO. TR36/007/2023/2024/C/01

Consultancy Services for Feasibility study, Detailed design and Preparation of Tender Documents for upgrading of Inyonga - Ilunde - Kishelo - kitunda Regional Road R.566 to Bitumen Standard

GFS Code: 22031104 - consultancy fees

Project Description

1. The **Inyonga – Ilunde – Kishelo- Kitunda Road (156km)** is currently an engineered earth/gravel road. It is currently undergoing various interventions ranging from spot improvement to rehabilitation in some sections. Although the road is passable all weather seasons, some of its sections become difficult to pass during the rainy season which hinders transportation of goods and passengers. The **Inyonga – Ilunde – Kishelo- Kitunda Road (156km)** is a Regional road maintained by the Regional Manager’s Office.
2. The **Inyonga – Ilunde – Kishelo- Kitunda Road (156km)** passes through the following village center Inyonga, Mapili, Mlogolo, Ilunde and continues to Kitunda. The upgrading of this road section will form another important link between the Katavi (Inyonga) and other road networks in Tanzania. Also it is shortest link between Katavi (Inyonga) and Singida (Itigi) and Inyonga and Mbeya through Chunya.
3. The road passes through areas with potential of a variety of economic opportunities such as a honey, agriculture especially rice, tobaccos, and forestry, etc. However, these economic potentials are not fully exploited due to lack of reliable road transport infrastructure.
4. The existing road passes on flat and hill terrains sections and consist of 11 box culverts. The maintenance operations carried out on this road at the moment are Periodic Maintenance, Routine and Recurrent maintenance which involves spot gravelling, grading, vegetation control and de-silting of drainage structures on the existing road alignment. Generally the road is in fair/good condition.

Background

The Government of the United Republic of Tanzania using its own funds intends to carry out Feasibility Study, Detailed Engineering Design and Preparation of Tender Documents for Upgrading of **Inyonga –Ilunde – Kishelo- Kitunda Road (156km)** to Bitumen Standard. The Inyonga –Ilunde – Kishelo- Kitunda Road (156km) located in two Region Katavi Region (97Km) and Tabora Region (59Km). The total population of the Region is 1,152,958 which is about 1.76% of the Tanzania Mainland population, according to National population census of 2012.

Deliverables/Reports

Item	Description
Hard copies of the Project Brief (12) and EIA Registration Form (5)	These shall be submitted with the inception report. Project Brief shall give a brief description of undertakings and related environmental and social impacts for screening purposes
10 hard copies of the Scoping Report and Draft Terms of Reference	This will cover issues and its synthesis during public consultations and refined Terms of Reference for review and approval by the National Environment Management Council. These reports shall to be submitted with Draft Design reports
Hard copies of the Draft	This will cover Five (5) copies of the Environmental and Social Impact Assessment (ESIA), Five (5) copies of Properties Valuation Report and five (5) copies of the Resettlement Action Plan (RAP). These reports shall be reviewed by the TANROADS before submission to NEMC for further review. After review by the TANROADS the consultant will be

	<p>required to submit Twenty (20) copies of Draft EIA reports accompanied with Non –technical executive summary for submission to NEMC. These reports to be submitted with the Final Detailed Design Reports. The report shall summarize the outputs in terms of findings, analyses’ results, and recommendations, and shall contain all supporting materials.</p> <p><i>Note That: This consultancy shall include site visit(s) for verification of the Draft Property Valuation Report in relation to the actual situation on site. In this regard the Consultant shall support his Valuer and Surveyor to join the TANROADS team of experts during the site verification.</i></p>
<p>Hard copies of the Final Report:</p>	<p>This will cover Ten (10) copies of the Environmental and Social Impact Assessment (ESIA), five (5) copies of the Properties Valuation Report and five (5) copies of the Resettlement Action Plan (RAP). These reports shall constitute fully publicized documents. These reports should be submitted after incorporating comments from NEMC’s Technical Advisory Committee (TAC). The report should incorporate all revisions, deemed necessary arising from comments received from the draft final reports. In addition an electronic copy on CD or Flash disk in PDF and editable format shall be submitted.</p> <p>Special Requirement for ESIA Team The proposed team should consist of Environmentalist (Team Leader for ESIA) with expertise in undertaking Environmental Assessment and Sociologist with expertise in undertaking Social Impact Assessment and preparation of Resettlement Action Plan (RAP). In the case of land acquisition, the consultant should deploy the Valuer to identify properties to be affected and prepare preliminary cost estimates for relocating those affected properties.</p>

Consultants Personnel

Item	Description
<p>Key Staff</p>	<p>The professional staff to be provided by the Consultant is estimated at 80 staff-months covered by the services of : Team Leader/Senior Highway Engineer; Highway Engineer, Transport Economist; Soils/Materials Engineer, Bridge/Structural Engineer, Topographical Surveyor, Hydrologist, Environmentalist, Sociologist, Valuer and Support Staff. The services are anticipated to be completed within Twelve months (6.0 months for Phase 1 and 6.0 months for Phase II) from the Contract Effective Date. The duties/responsibilities and qualifications of the key staff are as indicated below;-</p> <p>(i) Team Leader /Senior Highway Engineer The Team Leader shall be responsible for the proper conduct of the entire study and shall be the principal contact person between the Consultant’s team and the Client. The Team Leader/ Senior Highway Engineer must be a Registered Civil Engineer with a degree in Civil Engineering or an equivalent qualification. Postgraduate qualifications in Highway Engineering is an added advantage. He/ She must have at least 10 years of cumulative experience related to road studies and designs. He/ She must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Sahara Africa. Fluency in written and spoken English is mandatory.</p> <p>(ii) Transport Economist The Transport Economist shall conduct the economic analysis for the entire project. He /She shall be responsible for the conduct of the economic evaluation of the project when final construction costs are known from the detailed engineering design to re-confirm the economic</p>

justification of the project.

He/she shall have a minimum of first degree in economics or equivalent. A postgraduate qualification in transport economics is an added advantage. He/ She must have at least 10 years of working experience in carrying out socio-economic analysis of public investment projects. He/ She must have served on similar position in at least 2 projects of road investment studies of similar magnitude within the last 10 years. He/ She must have at least 3 years working experience in Sub Sahara Africa. He/ She must have proven knowledge and experience in use of HDM-4 model. Fluency in both written and spoken English is essential.

(iii) Highway Engineer

The Highway Engineer shall be responsible for the design of the geometrical aspects of the road and shall assist the Senior Highway Engineer in the design of road pavement.

He/She must be a registered Civil Engineer with a degree in Civil Engineering or an equivalent qualification. Postgraduate qualifications in Highway Engineering are added advantage. He/She must have a minimum of eight (8) years cumulative experience in road studies and designs. He/She must have served in a similar capacity on at least two (2) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Saharan Africa. Fluency in written and spoken English is mandatory.

(iv) Soils/Materials Engineer

The Soils/Materials Engineer shall be responsible for conducting and supervising the materials investigation with a view to achieving optimal design and construction strategy. The Soils/Materials Engineer shall carry out the pavement design and should be conversant with current practice in testing and pavement construction techniques.

He/ She must be a registered civil engineer with a degree in Civil Engineering or equivalent qualification. A postgraduate qualification in geotechnical or pavement engineering is an added advantage. He/ She must have a minimum of eight (8) years of specific experience in Pavement evaluation, materials testing, soils investigation and pavement design. He/ She must have served as Soils/Materials Engineer on at least two (2) road projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Saharan Africa. Fluency in written and spoken English is mandatory.

(i) Geotechnical Engineer

The Geotechnical Engineer shall be responsible for conducting and overseeing the geotechnical investigation with a view to achieving optimal design and construction strategy. The Geotechnical Engineer shall carry out foundation design and should be conversant with current practice in geotechnical investigation and modern piling construction techniques.

He/ She must be a registered professional Engineer with a degree in Geotechnical, Civil Engineering or related field. A Postgraduate qualification in Geotechnical Engineering is an added advantage. He/ She must have a minimum of ten (10) years cumulative experience in geotechnical investigations and foundation designs. He/ She must have served as a Geotechnical Engineer on at least three (3) bridge projects with deep pile foundations of similar magnitude and complexity in the last 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Saharan Africa. Proficiency in both written and spoken English is mandatory.

(ii) Bridge/ Structural Engineer

The Bridge/Structural Engineer shall be responsible for the assessment of existing bridges and design of new bridges and other structures along the project road.

He/ She must be a registered Civil Engineer with a degree in Civil Engineering or an equivalent qualification. Postgraduate qualification in Bridge/Structural Engineering is an added advantage. He/ She must have a minimum of eight (8) years' experience in studies and detailed design of bridges/structures. He/ She must have served as a Bridge/Structural Engineer on at least two (2) road projects of similar magnitude and complexity involving design of road bridges within the last 10 years. In addition, he/she must have a working experience of at least 3years in Sub-Sahara Africa. Fluency in written and spoken English is mandatory.

(iii) Topographical Surveyor

The Senior Topographical Surveyor shall be responsible for conducting and supervising the survey team. He/she will be responsible for planning of the fieldwork, select known survey reference points, and determine the precise location of important features in the survey area. He/she shall be responsible for searching legal records, look for evidence of previous references survey points (geodetic reference points and national benchmarks) and analyze the data to determine the location of boundary lines and record the results of the survey, verify the accuracy of data, and prepare plans, maps, and reports.

The Topographical Surveyor shall be a holder of a degree in land surveying or equivalent. Post graduate qualifications in surveying is an added advantage He/ She must have at least six (6) years of cumulative experience related to Land surveying activities. He/ She must have served as a Topographical Surveyor on at least two(2) projects of similar magnitude and complexity within the last 10 years. In addition, He/ She must have at least 3 years working experience . Fluency in written and spoken English is mandatory.

(iv) Hydrologist

The Hydrologist shall be responsible for estimating and assessing the relationship between rainfall, run off and soils and rock features of the catchments along the project area with focus on surface water, including rivers, and dams. He /she shall study and update the available hydrological data by computer models or any other means in order to maintain and develop successful flood water management strategies. He /she shall provide advice and information to Bridge/ Structural Engineer on hydraulic characteristics of the catchments along the project area.

The Hydrologist shall be a holder of a degree in Applied Science or a degree in Civil Engineering or an equivalent qualification. Post-graduate qualification in Hydrology/Hydraulics Engineering is an added advantage He/ She must have at least six (6) years working experience related to water/flood management schemes. The ability to use appropriate flood design models is essential. He/ She should have served as a Hydrologist on at least two (2) roads projects of similar magnitude and complexity within the last 10 years. In addition, He/ She must have at least 3 years working experience in Sub Sahara Africa. Fluency in written and spoken English is mandatory.

(i) Environmentalist

The Environmentalist shall be responsible for carrying out an environmental impact assessment of the project and prepare Environmental Management Plan in order to minimize any negative impacts that the road upgrading will have on the environment.

The Environmentalist shall have a degree in environment management or related discipline. He/ She must have done an EIA of at least two (2) projects of a similar nature within the past ten (10) years. He/ She must have at least 3years working experience in Sub Sahara Africa . Fluency in written and spoken English is mandatory.

(ii) Sociologist

The Sociologist shall be responsible for conducting the social impact assessment in the corridor of impact and prepare mitigating plans and

	<p>Resettlement Action Plan (RAP) in order to minimize any negative impacts that the road construction will have on the people along project area. Furthermore the sociologist will be responsible for proposing measures to prevent vendors from the common practice of encroaching the roads reserves</p> <p>The Sociologist shall be a holder of a degree in social science or related disciplines. A postgraduate qualification in Social science is an added advantage. He/ She must have done a SIA on at least two (2) road development projects within the last 10 years. In addition, He/ She must have at least 3years working experience in Sub Sahara Africa . Fluency in both written and spoken English and Swahili are mandatory.</p> <p>(iii) Valuer</p> <p>TheValuer shall be responsible for conducting properties valuation to effectcompensation of properties to be affected.</p> <p>The Valuer shall be a holder of a BSc. in Land Management and Valuation. The candidate must have at least 10 years of cumulative experience in valuation of public and private properties. He/ She must have done valuation on at least two(2) roads development projects within the last 10 years. He/ She must have at least 3 years working experience in Sub Saharan Africa. Proficiency in both written and spoken English and Swahili are mandatory.</p>
Support Staff	<p>In addition to the key staff, the Consultant shall determine supporting and additional back-up staff deemed necessary for implementation of the assignment.</p> <p>Apart from the above listed key staff the Consultant is required to provide necessary support staff with appropriate qualifications for the successful implementation of the assignment</p> <p>Note: Supporting staff will not be evaluated, thus no names or CVs are required at this stage.</p>
Staff Leave	NIL

Consultant's Responsibilities

All information, data and reports obtained from TANROADS in the execution of Consultancy services shall be properly reviewed and analysed by the Consultant. The Consultant shall be responsible for the correctness of using such data. All such information, data and reports shall be treated as confidential.

The Consultant shall provide new vehicles One in number and to be reverted to the TANROADS Regional Manager – Katavi at the end of the assignment. The details of the vehicles are as follows:-

Four Wheel Drive Land Cruiser Prado Station Wagon – 1Number (Latest version/new model)

All information, data and reports obtained from TANROADS in the execution of Consultancy services shall be properly reviewed and analysed by the Consultant. The Consultant shall be responsible for the correctness of using such data. All such information, data and reports shall be treated as confidential.

The Consultant shall be responsible for arranging for all necessary office and living accommodation, transport, equipment, supplies, secretarial services, and such other services, necessary for the proper implementation of the services.

The Consultant shall be responsible for making sure that all key staff proposed in the Technical proposal and approved by TANROADS are available at all time of the assignment as per the schedule provided in the contract. TANROADS will keep on investigating their presence and take contractual measures to the

Consultant including deduction of the relevant fees in case of absence.

The Consultant shall be responsible for making sure that the assignment is done according to the requirements of the Terms of Reference and the standards. Any cost that will be incurred by the employer for review of any resubmitted report due to substandard work will be borne by the Consultant and will be deducted directly from any monies payable to the Consultant.

Selection Procedure

Nil

Data, Services and Facilities to be provided by the Client

9.1. OBLIGATIONS OF THE CLIENT

The Client shall provide the Consultant with copies of the data and reports as available and considered relevant to the execution of the Consultant's services.

The Client shall facilitate liaison with other institutions in order to introduce the Consultant to them. The Consultant shall be fully responsible for collection of data and information from the agencies, and shall be responsible for any costs thereof.

9.2. ASSISTANCE TO THE CONSULTANT

The Employer will assist the Consultant to:

Obtain formal consent from outside authorities or persons having rights or powers in connection with the works or the site thereof;

Obtain ministerial orders, sanctions, licenses and permits in connection with the works

(i) Register a non-Tanzanian firm and senior staff with the Engineers Registration Board. Any associated cost will be borne by the Consultant.

Appendix 1:

DETAILED GUIDES FOR UNDERTAKING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT

1.0 INTRODUCTION

The main objective of the consultancy services is to undertake the Environmental and Social Impact Assessment (ESIA) and development of the Environmental and Social Management Plan (ESMP) and Resettlement Action Plan (RAP) for the proposed project road. The ESIA will address environmental and social impacts which may arise from construction and operation activities and provide mitigation plan to prevent or minimize adverse impacts. Ultimately, ESMP and Resettlement Action Plan (RAP) will be developed of which its recommendations will be used by the Design Consultant in the finalisation of design activities and Tender Documents.

2.0 SCOPE OF CONSULTANCY SERVICES

The Consultant shall carry out the environmental and social impact assessment for the proposed project road. The Consultant shall review all available and relevant documents, maps, previous studies if any, and conduct the environmental and social impact assessment study, field investigations and other related works herein described to attain the stated objectives. The assignment has two distinct outputs (i.e. the ESIA including the ESMP and Resettlement Action Plan)

The consultancy services will be carried out in accordance with these Terms of References which are in accordance with the requirements of the applicable National Legislations. The Environmental and Social Impact Assessment will be conducted and ESMP and RAP will be developed. In this regard, the Environmental and Social Impact Assessment (ESIA) and development of ESMP and RAP will be in line with the requirements of;-

(i) The Environmental Management Act Cap 191;

(ii) Environmental Impact Assessment and Audit regulations, 2005;

(iii) The Land and Village Land Acts (1999); and

The Consultant shall perform all impact analyses related to services as described therein with due care and diligence to attain the objective of the assessment, Among others, the Consultant will perform the following tasks:

Task 1: ESIA Registration and Preparation of Project Brief

Before undertaking the Environmental Impact Assessment the Consultant has to fill in the EIA Registration Form No. 1 and prepare a Project Brief report for screening by the National Environment Management Council (NEMC).

Task 2: Scoping

The Consultant shall carry out scoping exercise and prepare Scoping Report for the approval by the National Environment Management Council. The Scoping Report should include the following:

- ~~Project description~~
- ~~Project location~~
- ~~Project components~~
- ~~Project life span~~
- ~~Project objectives~~
- ~~Project justification~~
- ~~Project location~~
- ~~Project design~~
- ~~Project size~~
- ~~Project capacity~~
- ~~Project area of influence~~
- ~~Project life span~~
- ~~Project components~~
- ~~Land size required~~

In the undertaking of scoping exercise, the Consultant has to define the Terms of Reference (TOR) in consultation with various stakeholders to cover environmental issues which may emerge from the consultation during the scoping exercise. The TOR should be appended to the Scoping Report. The Scoping Report shall be submitted for review and submission to the NEMC for further review and approval.

Task 3: Environmental and Social Impact Assessment

Sub-Task (i): Description of Project Background

The Consultant shall provide a brief description or profile of the Developer, background to the project proposal and its justification, need and purpose of undertaking the study, ESIA and RAP study methodologies and approaches applied and structure of the report.

Sub-Task (ii): Description of the Proposed Project

The Consultant shall describe project components and activities to be implemented in each phases of project life i.e. pre-construction or mobilization, construction, operation and post-construction(demobilization). This part is meant to give a general idea of what the project will entail. To avoid unnecessary details, focus on the project activities based on project phases i.e. mobilization or pre-construction phase, construction phase, operation phase and demobilization phase. The description shall include the following information:

o **Background information**

Background information shall include: Title of the proposed project and developer; Project justification and objectives; Funds and source of funding or financier(s); Project location including maps of appropriate scale; Project design, size, and capacity; Area of influence of the project works; Project life span and Project components; Land size required;

a) **Project Activities**

Description of project activities shall be based on phases of project life cycle i.e. mobilization or pre-construction, construction, operation and maintenance, demobilization and decommissioning phases:

o **Mobilization or Pre-construction activities;**

Describe activities pertaining to land acquisition; construction camp and site workshop; project design; land dispossession and property valuation; relocation and compensation arrangements;

o **Construction Activities;**

Describe all associated activities during construction work such as extraction of construction materials and water indicating its types and sources; blasting; cut and fill; land clearance; soil and gravel compaction and leveling, demolition of structures along the project reserve; types, sources and amount of liquid and solid waste generation and including their disposal; dust etc.

o **Operation and maintenance activities;**

Identify and describe all the associated activities to be conducted during project operation and maintenance such as project health and safety measures, operation and management of project facilities along the project such as public toilets, etc.

o **Demobilization Activities;**

Identify and elaborate on the activities to be conducted during demobilization or decommissioning of the project including movement and demolition of construction facilities, restoration of borrow pits, termination of the temporary workers' employment, waste management, etc.

a) **Project Requirements**

Identify all types, sources and quantities of construction materials, equipment and chemicals required by the project.

Source and quantities of water, energy, manpower (Staffing and support) and other facilities and services required in each phase of project life etc.

Sub-Task (iii): Provide Baseline Condition or Description of the Physical, Biological, and Socio-Economic and Cultural Environment

In order to forecast the impacts, it will be necessary to determine the initial reference or baseline state. It is therefore, required to describe the existing environment that would be directly and/or indirectly affected by the construction of the proposed project. The ‘environment’ to be affected must be based on the project definition of the term that would include physical, biological socio-economic, cultural and historical factors. Only those environmental factors that are necessary to understand the impacts of the planned development should be considered. Assemble, evaluate, and present baseline data on the relevant environmental characteristics of the study area. Include information on any changes anticipated before the project commences.

- (a) **Physical environment:** This shall cover geology; topography; soils; climatic conditions and meteorology; ambient air quality; surface and groundwater hydrology; existing sources of air emissions; existing water pollution discharges; receiving water quality; traffic data etc;
- (b) **Biological environment:** flora, fauna, rare, threatened or endangered species, ecologically important or sensitive habitats, including available forest reserves, significant natural sites; species of commercial importance; and species with potential to become nuisances, vectors, or dangerous (of project site and potential area of influence of the project); and
- (c) **Socio-economic and socio-cultural environment:** population; land use; planned development activities; community structure; employment; livelihood means, distribution of income, goods and services; recreation; public health; Gender issues and HIV/AIDS, cultural/historic properties; tribal peoples; and customs, aspirations, and attitudes to the project.

The Consultant shall indicate sources of data and methodologies used to acquire data. The relevant international and national standards of noise levels, water and air quality etc. must be applied when comparing between the existing and anticipated impact of project.

Sub-Task (iv): Describe the Policy, Legal and Institutional Framework

Describe the policy, legal, institutional framework as well as regulations, strategies, standards, international conventions and treaties that are of relevance to the environmental management and the proposed undertaking in particular. They should be those, which relate to but not limited to environmental quality, health and safety, protection of sensitive areas and protection of endangered species, land and land use. A description of the World Bank environmental and social safeguard policies to be triggered by the project should be provided. The objective of this section is to show compliance of the developer with the existing policies, laws administrative/institutional conditions both at national and international levels.

The following, but not limited to, are the relevant policies and legislation to be cited in relation to the proposed project undertakings.

Relevant policies and legislation to the proposed projects	
Policies, Regulations and Guidelines	Legislation
<ul style="list-style-type: none"> ◆ National Environmental Policy (1997); ◆ National Water Policy (2002); ◆ The Wildlife Policy of Tanzania (2007); ◆ National Gender Policy (2000) ◆ National Transport Policy (2011) ◆ National Land Policy (1995) ◆ National Mineral Policy (2009) ◆ National Energy Policy (2015) • National Human Settlement Development Policy (2002) ◆ National Policy on HIV/AIDS (2001) ◆ Construction Industry Policy (2003) ◆ National Agricultural Policy (2013) ◆ National Employment Policy (2008) 	<ul style="list-style-type: none"> ◆ Road Act (2007); ◆ Environmental Management Act (2004); ◆ Energy and Water Utilities Authority (EWURA) Act (2001) • Water Resources Management Act No 11 of (2009), ◆ Mining Act 2010; ◆ Occupational Health and Safety Act (2003) ◆ HIV and AIDS (prevention and Control) Act No. 28/08 (2008) • Local Government Laws (Miscellaneous Amendments), No. 13 (2006); ◆ Village and Urban Land Acts (1999); ◆ Land Act No. 2/04 (2004), amendment of the Land Act (1999); ◆ Antiquities Act (1964), Rules 1999 ◆ The Standards Act No. 2 of 2009 ◆ Land Acquisition Act 1967, Revised in 2012 ◆ Contractors Registration Act (1997) ◆ Engineers Registration Act 1997 (Amendments 2007) • The Industrial and Consumer Chemical
<p>Regulations, Strategies and Guidelines:</p> <ul style="list-style-type: none"> • Environmental Impact Assessment and Audit Regulations (2005); • Mining (Environmental management and Protection) Regulation (1999) • Environmental Assessment and Management Guidelines in the Road Sector (2011); ◆ Land Regulation (2001); and 	

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|--|--|
| <ul style="list-style-type: none"> •National Strategy for Growth and Reduction of Poverty (NSGRP - MKUKUTA -2010) •Environmental Code of Practice for Road Works (2009); •Tanzania Development Vision 2025 (2000) •Road Sector Compensation and Resettlement Guidelines (2009) • Environmental Management (Air quality standards) Regulations, 2007 • National Environment (Noise standards and Control) Regulations 2003 • Environmental Management (Water quality standards) Regulations, 2007 •Environmental Management (Hazardous waste Control) Regulations, 2009 •TANROADS HIV/AIDS at Work Place Policy (2015) | <ul style="list-style-type: none"> (management and Control) Act, 2003 •Employment and Labour Relations Act (2004) •The petroleum Act of 2015 •Explosives Act (1963) •Urban Planning Act (2007) •Land Use Planning Act (2007) •Worker’s Compensation Act (2008) |
|--|--|

Sub-Task (v):Stakeholder Consultations and Public Involvement.

The Consultant shall identify and consult all the relevant stakeholders at national, regional and local levels. These include the Government Agencies, local NGOs, affected groups and other interested parties in order to obtain their views regarding the proposed project implementation arrangement. Indicate who they are, where they are, why they are important in this project, which issues are critical to them and how they will be involved in the ESIA study. Particular attention shall be paid to the disadvantaged groups (e.g. children, people with disabilities, the elderly and women) that may be affected by the proposed project.

The Consultant shall describe methodology applied during stakeholder consultations and public participation such as consultative meetings, household, focus groups interviews and other most appropriate methods to establish public views on the proposed project. Meetings with local authorities and the public shall be held to obtain their views on the project and its implication to the environment and social aspects.

Consultant shall propose public consultation program during the ESIA and development of RAP and the most appropriate methods to establish public views should be used. The consultation process should be open and transparent to ensure that the views of interested and affected parties are incorporated in the project design. A summary of issues and response in table form indicating sections which address them should be prepared.

There should be evidence in the Environmental Impact Statement (EIS)to the effect that there were stakeholders’ consultations at all levels. Photographs, minutes of the meetings, names and signatures of consulted people could be necessary in this regard.

Among others, the consultations should ensure the involvement of the following:

1. Vice President’s Office -Division of Environment;
2. Ministry of Works, Transport and Communication;
3. Ministry of Energy and Minerals;
4. Ministry of Lands, Housing and Human Settlement Development;
5. Local Governments in the project area;
6. Tanzania National Roads Agency(TANROADS);
7. National Environment Management Council (NEMC);
8. Utility Companies (e.g. TANESCO, TTCL, Water Supply Companies etc);
9. Local Communities in the project area; and
10. Regional Authorities.

Sub-Task (vi): Analysis of Alternatives to the Proposed Project

The Consultant shall describe different project alternatives that were examined in the course of designing the proposed project and identify other alternatives, which would achieve the same objectives. Including the ‘No action’ alternative to demonstrate environmental and social conditions without the project, consideration of alternatives should extend to sitting, design, technology, construction techniques, phasing and schedule, and operating and maintenance procedures alternatives.

Compare alternatives in terms of potential environmental and social impacts; capital and operating costs; suitability under local conditions; and institutional, training, and monitoring requirements. When describing the impacts, indicate which are irreversible or unavoidable and which can be mitigated. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures. Various environmental and social criteria should be developed to select the best project alternatives.

Sub-Task (vii): Impact Identification and Assessment

The Consultant shall identify, analyze and assess environmental and social impacts (positive and negative) of the

proposed project works on natural resources, human beings and the ecosystems based on the phases of project lifecycle i.e. mobilization or pre-construction phase, construction phase, operation phase and decommissioning and demobilization phase. Aspect of climate change should be considered in impact identification throughout the project cycle. Methods applied in impact identification and the criteria used in evaluating the levels of impacts significance of the proposed project works must be specified.

The impacts analysis should focus on both positive and negative impacts and be able to state whether the impacts are positive or negative; direct or indirect; short term or long term; reversible or irreversible. The Assessment should focus on the potential for negative environmental and social impacts of the proposed project on the access to business, community/common facilities, human settlements; potential impacts caused by planned and unplanned (spontaneous) in-migration of people; clearing of forest lands for agriculture; increased pressure on fuel wood, fodder and water resources; social disruptions and conflicts; and threats to woodlands and wildlife species composition and habitats.

The assessment should also examine the potential for linear resettlement that usually involves projects producing linear patterns of land acquisition. An overview shall be provided of different groups of people and their cultural, ethnic, and socio-economic characteristics, and how they are likely to benefit and/or be negatively affected by the project. Negative impacts may include but not be limited to physical relocation, loss of land or other physical assets, or loss of access to livelihood.

Sub-Task (viii): Valuation of Properties to be affected

The Consultant should identify the properties along the proposed project which will be affected by the implementation of the project. The valuation of properties to be affected should be in line with requirements of Road Management Regulations of 2009. The types and numbers of the properties to be affected should be indicated. Furthermore, the names and address of the properties' owners should be indicated. The Consultant shall utilize the information from the Valuer to address resettlement issues and develop Resettlement Action Plan. The Resettlement Action Plan shall be developed as per attached guidelines.

The ESIA study should clearly identify and analyze cumulative, residue and trans-boundary impacts. Wherever possible, describe impacts quantitatively, in terms of environmental components affected (area, number), environmental and social costs and benefits. Assign economic values when feasible. Characterize the extent and quality of available data, explaining significant information deficiencies and any uncertainties associated with the predicted impacts.

The Consultant should take into consideration existing by-laws, national and international environmental standards, legislation, treaties, and conventions that may affect the significance of identified impacts. The Consultant shall use the most up to date data and methods of analyzing and assessing environmental and social impacts. Uncertainties concerning any impact shall be indicated.

Sub-Task (ix): Propose Impact Mitigation Measures

The Consultant shall suggest cost-effective measures for minimizing or eliminating adverse impacts of the proposed project works. Measures for enhancing positive or beneficial impacts should also be recommended. The costs of implementing these measures shall wherever possible be estimated and presented.

One of the mitigation measures for the resettlement impact is compensation. The Consultant is therefore required to conduct property valuation for those properties to be affected by the project implementation to effect compensation and development of Resettlement Action Plan.

The Consultant shall review the ongoing measures on HIV/AIDS awareness creation within the project area and propose for the mitigation measures. The proposal shall include a plan of action which will identify responsible key implementers, time frame and expected output.

The proposed mitigation measures shall be properly designed and specified with clear Pay Items in the Bidding Documents. The cost estimate shall be included in the Tender Documents for the project and should also include cost of supervision for the implementation of mitigation measures. Also measures to address emergencies should be covered.

Sub-Task (X): RESOURCE EVALUATION OR COST BENEFIT ANALYSIS.

The Consultant shall review the economic study undertaken during the Preliminary Engineering Design to ascertain the economic viability taking into account the environmental and social issues. The Economic Internal Rate of Return (IRR) and Net Present Value (NPV) of the project at recommended discount rate of 12% should be calculated and interpretation of the results be provided.

Sub-Task (xi): Development of the Environmental and Social Management Plan (ESMP)

The Environmental and Social Management Plan focuses on three generic areas: implementation of mitigation measures, institutional strengthening and training, and monitoring. The Consultant shall prepare Environmental and Social Management Plan which will include proposed work program, budget estimates, schedules, staffing and training requirements and other necessary support services to implement the mitigation measures. Institutional arrangements required for implementing this management plan shall be indicated. The cost of implementing the monitoring and evaluation including staffing, training and institutional arrangements must be specified. Where monitoring and evaluation will require inter-agency and inter-Governments collaboration, this should be indicated.

Identify institutional needs to implement environmental assessment recommendations. Review the authority and capability of institutions at local, regional, and national levels and recommend how to strengthen the capacity

to implement the environmental and social management and monitoring plans. The recommendations may cover such diverse topics as new laws and regulations, new agencies or agency functions, inter-sectorial arrangements, management procedures and training, staffing, operation and maintenance training, budgeting, and financial support. ESMP shall specify impact mitigation plan and environmental monitoring plan requirement. The costs, responsibility and timeframe for mitigating each impact and monitoring of each environmental parameter should be provided. Impact Mitigation plan and monitoring plan should be based on the project phases i.e. mobilization or Pre-construction, Construction, Operation, Demobilization and Decommissioning phase.

Sub-Task (xii): Reporting

Notwithstanding the above requirements, the contents and the structure of the Environmental and Social Impact Assessment Report should be in accordance with the Environmental and Impact Assessment and Audit Regulations, 2005.

The ESIA should be concise and limited to significant environmental Issues. The main text should focus on actions supported by summaries of the data collected and citations for any references used in interpreting data. Detailed or un-interpreted data are not appropriate in the main text and should be presented in appendices or a separate volume. Unpublished documents used in the ESIA may not be readily available and should also be assembled in appendices.

The Consultant shall produce three reports which are ESIA, RAP and Valuation.

Duration of the Assignment

365 Calendar Days (12 months)

Objective of the assignment

Item	Description
General objective	The objective of the assignment is to carry out Feasibility Study and Detailed Engineering Design for the road section. The Feasibility study shall determine the technical and economic feasibility of upgrading the existing gravel/earth road to bitumen standard taking into account, environmental and social aspects. Depending on the results of the feasibility study, the Consultant shall undertake detailed engineering design, and preparation of tender documents for National Competitive Bidding (NCB) according to the Public Procurement (Amendment) Act, 2016 and the Public Procurement (Amendment) Regulation, 2016.
Specific Objective	The specific objective of the assignment is to conduct Feasibility, Environmental & Social Impact Assessment , Detailed Engineering Design and Preparations of Tender Documents for Upgrading of Inyonga – Ilunde – Kishelo- Kitunda Road (156km) to Bitumen Standard.

Scope of the Assignment

4.1 The Consultant shall carry out all the tasks necessary to achieve the defined objectives. The services shall be carried out in two phases namely:

Phase I: Feasibility study including the preliminary design, cost estimates, assessment of environment & social impacts and preparation of environmental management plans and RAP framework documents.

Phase II: Detailed engineering design, including full resettlement action plan; preparation of pre-qualification and bidding documents; assistance in the pre-qualification of contractors and bidding process.

4.2 The progression of the consultancy services contract from Phase I to Phase II, shall depend on the results of the feasibility study. Cost for each phase of the consultancy shall be estimated separately.

4.3 As part of the service, the consultant shall prepare a detailed Environmental Management Plan (EMP) and Resettlement Action Plan (RAP) including the scope of work (survey and valuation results) shall be prepared as part of the services including associated costs. Environmental & Social Impact Assessment shall be carried out in accordance with the Guidelines issued by Government of Tanzania.

4.4 The client will provide the consultants with available data relevant to the study objectives and services. The consultant shall however be solely responsible, for the accuracy, analysis and interpretation of all data received and for the recommendations in the reports.

PHASE I: FEASIBILITY STUDY

4.5 The scope of services for feasibility study shall include the following:

- Preliminary survey and investigations
- Preliminary design
- Environmental & Social Impact Assessment
- Economic Analysis

It should be noted that the road once upgraded will serve various communities, villages and townships along the identified corridor and therefore evaluation and subsequent design of short access roads should be included in the scope of the Consultant's services.

Preliminary Survey and Investigations

Road Alignment and Condition Survey

4.6 The Consultant shall carry out desk studies of the existing road alignment and condition survey data from available information. This shall be followed with field surveys for the establishment of the road centreline with particular attention given to characteristics of the alignment such as low and high points of vertical alignment, substandard curves, deep cuts, high fills, overtopping sections, etc. Where potential improvement in alignment is envisaged the coordinates of the locations will be captured. The Consultant shall capture the coordinates of locations of drainage structures, overtopping sections, large river crossings, railway crossings, villages, towns, markets, public services facilities, etc. However, it is desired that the alignment should follow as closely as possible the existing road to avoid compensations.

4.7 The Consultant shall investigate the alternative routes, if any along the project area and recommend the best route based on technical, economic, social and environmental assessment.

Route Selection

4.8 The existing road alignment shall be adopted for this design. However, the Consultant may come up with a proposal on the route realignment when deemed necessary. The project starts at Inyonga Junction, traverses on mild slope and flat terrain consist mainly with sandy, silt and black cotton soil which experienced flooding and overtopping on some area and structures especially starting from Mapili, mlogolo, Ilunde and Kishelo then following with hills and sharp corners up to Kitunda. The terrain is almost flat from Inyonga to Kitunda.

4.9 Any proposed realignment/bypasses or spur roads will be guided by the existing Land use plan and shall be agreed upon between the Consultant and TANROADS during the Inception Report stage.

Preliminary Topographic Survey

4.10 The Consultant shall carry out topographical surveys to facilitate the location of permanent control points, centerline, drainage structures, and computation of quantities of earthworks.

4.11 All topographic surveys undertaken by the Consultant shall be according to the Land Surveying and Mapping Standards of Tanzania, and shall be recorded in standard survey field books/electronic data book, which shall be submitted and become the property of the Client at the completion of the assignment.

4.12 The primary network of permanent control points shall be established at a maximum interval of 3000 m along the road thereafter to be distributed to a maximum of 300m as secondary points, which should be intervisible.

4.13 The Consultant shall liaise with the Ministry responsible for lands for the existing National Grid/Datum reference beacons and benchmarks in order to establish the permanent control points. The co-ordinates of all intersection points shall be in the Universal Transverse Mercator (UTM) system and shall be tied to the National Survey Grid, and levels related to the National Benchmarks.

4.14 Monumentation of all primary control points shall be made using 12 mm steel pins embedded in concrete cast in-situ. The description cards for the control points shall be prepared and submitted to the Client and detailed in the report to be submitted to the Client for future reference.

4.15 The survey of the centerline shall comprise of all activities required to locate the road alignment on the ground and to plot it on the plan and shall include;-

- Leveling along centerline at 50 m intervals for the longitudinal profile, and
- Cross-section leveling at 500 m intervals and at any local irregularity. Cross sections are to cover at least 25m each side of the centreline.

4.16 Further, the survey shall cover the location from the centreline of physical features like buildings, monuments, posts, pipe lines, existing roads and railways lines, stream/river crossings, cross drainage structures etc. that are likely to affect the road construction works.

4.17 Geometrical characteristics of the centerline shall be computed and survey data shall be given at regular intervals along the curves and the longer tangent alignments. Vertical alignment shall be defined and computed.

4.18 The topographic data shall be available and presented on maps with a scale of 1:4000.

4.19 In addition, electronic copies of the topographic data saved in MS Excel and topographic drawings in DXF or DWG format shall be submitted in PDF and Editable format including the raw data for future reference and actions.

Preliminary Soils and Materials Investigations

4.20 The Consultant shall investigate the soils along the project road with a view to determining the characteristics of existing soil layers. The soil types shall be described and assessed in terms of their suitability for road construction, resistance to erosion and other relevant factors. Sub-grade soils shall be analysed by excavating

pits or auger and collecting soil samples for laboratory tests. Generally test pits shall be excavated every 1000m. Additional test pits shall be carried out where there is a remarkable change in soil characteristics and the tests to be carried out shall include:

- Particles size distribution
- Atterberg Limits
- Moisture/density relationship, and
- CBR(3 points) and swell after 4-days soaking for each typical soil type identified.

4.21 The Consultant shall carry out studies of the sources of construction materials available for upgrading of the project road. The studies shall include identification of materials in the field as well as testing in the laboratory. Details of tests are similar to those given in preceding section. For borrow areas for fill materials and where the road is to be re-aligned, investigations shall be conducted to locate areas with materials of the desired quality within economic haul distances. The fill materials shall meet minimum soaked CBR requirements. The location of trial pits and the quantity of materials available as a result of such testing shall be estimated for all potential borrow areas. Representative material samples shall be collected in order to conduct detailed testing on the material using procedures similar to those given in the preceding section.

4.22 The Consultant shall carry out investigations for potential sources and conduct necessary tests for sub-base and base materials. Tests for stabilization and blending of materials for sub-base and base courses will also be carried out.

Preliminary Drainage Studies and Surveys

4.23 The Consultant shall undertake desk studies from available information on the drainage condition along the project road. The Consultant shall also carry out a visual survey to assess the functionality and deficiencies of existing drainage structures such as side drains, mitre drains, pipe and box culverts, vented drifts, bridges, etc. Where ponding, drainage bottlenecks, or overtopping are observed the Consultant will assess the requirement for additional cross drainage structures.

4.24 The Consultant shall carry out a detailed condition survey for culverts and bridges in order to assess the adequacy of the structure for the waterways, load carrying capacity, anticipated serviceability and the requirement for repair, rehabilitation, widening and reconstruction of structures showing distress. The survey report shall include but not limited to:-

- Dimensions (width, length, number of spans, height and associated vertical clearance, channel water depth);
- Types of structures (concrete, steel, timber);
- Conditions of superstructures
- Conditions of substructures and bridge bearings;
- Erosion around piers, abutments, and banks;
- Guardrails, approach slabs and traffic safety conditions;
- Hydraulic capacity and highest water levels; and
- Conditions of river channel (shape, vegetation growth, barriers, navigation considerations etc)

Hydrological Survey and Analysis

4.25 The Consultant shall define the catchment areas for all the major drainage structures on topographical maps or aerial photographs. The sites of the meteorological and hydrological existing stations in the area shall also be shown. Rainfall intensity, run-off duration/intensity relationship, catchments run-off characteristics and the channel slopes/discharge characteristics for each catchment area will be determined based on the available aerial photographs, topographic maps and field investigations as necessary.

4.26 The Consultant shall investigate channel stability; scour depth and bank stability, maximum flood level and hydraulic opening of the structures to accommodate maximum flow anticipated with a provision for adequate free board. The peak flow through the river/stream will be estimated for a return period of 50 years for bridges and 25 years for other structures using generally acceptable standard procedures such as the Rational Method for catchments between 1.0 sq.km or where drainage flow distance is less than 1 km and the "Transport Road Research Laboratory (TRRL) East African Flood Model" for catchments larger than 1.0 sq. km but less than 200 sq. km.

Preliminary Design

Pavement Design

4.27 The Consultant shall carry out a preliminary pavement design on the basis of sub grade characteristics and design traffic loading for the design period, which is the same as that for economic analysis. The Consultant shall use the design methods for pavement design as specified in the Pavement and Materials Design Manual (PMDM) published by the Ministry of Works in 1999. The recommended pavement structure with respect to the type and thickness of structural layers as well as the type and thickness of surfacing will be derived from specifications shown in relevant tables of the PMDM. However, the final decision on the type of pavement designs will depend on the results of the economic analysis.

Geometric Design and Volume computations

4.28 Based on the topographic surveying and the designed pavements, the Consultant shall improve the horizontal and

vertical alignments as necessary to comply with the approved design standards appropriate to the traffic and engineering characteristics of the road. The Consultant shall use the designed alignments to perform volume computations for earthworks and pavement layers.

Drainage structures

- 4.29 The Consultant shall provide new drainage structures on the basis of hydrological study, load carrying capacity and structural stability. The Consultant shall recommend appropriate remedial measures to the existing structures to improve structural stability and load carrying capacity.

Environmental and Social Impact Assessment

- 4.30 The Consultant shall carry out an Environmental Impact Assessment (EIA) and a Social Impact Assessment (SIA), based on the national EIA guidelines and the World Bank Safeguards Policies. Among others, the assessment will cover the identification of environmental and social impacts (both positive and negative) of the project and propose mitigation measures for the negative impacts.

- 4.31 Before undertaking the Environmental Impact Assessment, scoping exercise shall be conducted with key environmental stakeholders (i.e. Vice-President's Office, NEMC, Ministry of Natural Resources and Tourism etc. In the process of scoping, the Consultant shall review the scope for undertaking EIA and SIA. The scoping report must be presented to the Katavi Regional Stakeholders for discussion and recommendation and their recommendations are submitted to TANROADS for necessary approval before embarking on the detailed EIA process.

- 4.32 Since the road works are likely to affect the life of the community staying along the project road, the Consultant shall as part of the preliminary social mitigation plan, devise HIV/AIDS awareness and prevention programmes. The campaign shall be targeted at the road construction workers and the general public within the area of influence of the road.

Economic Evaluation

Survey of National Socio-Economic Profile

- 4.33 The economy of a region and its transport infrastructure are closely inter-related. The economic justification for a road project often depends upon the economic activities in the region and the potential for their further growth. The growth of traffic on the roads is likely to be closely governed by the inter-relationship between transport demand and certain selected economic indicators. Based on this the consultant shall carry out the following activities:-

- Give general overview of the country's economic profile, including GDP, growth rates of economic sectors such as agriculture, manufacturing, mining, tourism, transport and communication, construction, etc. and their contribution to GDP.
- Indicate trend of the growth of other macro-economic indicators such as inflation, exchange rates, etc. for the past 5 -10 years.
- Give description of the country's population, growth rates and population projections.

Transport System of the Country

- 4.34 The consultant shall provide information on the main transport modes and their context; the road network in km by classification and surface type; vehicle fleet and its growth rate in order to determine transport demand in the country.

Socio-Economic Profile of the Region and Project Area of Influence

- 4.35 The Consultant shall collect and analyze the socio-economic data for the past 5-10years from the project regions as well as project influence area so as to get an idea on how the economic growth has taken place in relation to traffic growth, thus giving a basis for estimation of future traffic growth generated by various sectors of the economy. Such data shall include but not limited to:-

- i. Population growth and changes in rural and urban population by distribution;
- ii. Regional and national economics;
- iii. Development in agriculture in terms of production and projections for both food and cash crops in the next 10 years, land area under cultivation, potential area for cultivation;
- iv. Livestock keeping and fishing along Lake Tanganyika;
- v. Irrigation schemes potential;
- vi. Tourism in Katavi National Park;
- vii. Forestry products and means of transport etc.
- viii. Influence of new road for both transport and cargo freight within Tanzania and neighbouring countries;
- ix. Private investments along the project area which include industries such sunflower oil processing industry and source of materials and potential markets for the Bees products should be investigated and other small scale industries.
- x. Other factors as might be identified by the Consultant.

- 4.36 The Consultant should carry out economic appraisal of the proposed road in a wider perspective in order to determine traffic which will use the proposed road project.

- 4.37 The above data should be analysed statistically to determine the growth rates and elasticity of traffic with respect

to GDP, population, industrial production and agricultural output.

Traffic Surveys and Analysis

- 4.38 The Consultant shall carry out classified traffic counts for 7 days out of which 4 days will be for 12 hours and 3 days for 24 hours. The counting should adopt the permanent locations that have just been established under the ongoing baseline traffic counts study undertaken by TANROADS. The ADT shall be converted to Annual Average Daily Traffic (AADT) by applying seasonal adjustment factors applicable in the region.
- 4.39 Historical traffic data shall be collected depending on its availability (preferably about 5-10 years) so as to establish meaningful past growth trends for each vehicle class.
- 4.40 Origin and destination (O-D) surveys shall be carried out for 3 consecutive days which must encompass the weekly market day and one working day. The O-D information shall include vehicle particulars, commodity O-D particulars, vehicle utilization and route particulars. The points at which the data is collected should be carefully chosen on the road network such that it should be possible to derive the volume of traffic likely to use the facility under consideration. The ADT data obtained from O/D surveys should be presented in trip matrix format.
- 4.41 The Consultant should come up with future traffic forecast for each vehicle category for the next 10 to 20 years after project completion. All traffic (light, medium and heavy vehicles) forecasts shall be given at three growth rates, namely; low, medium and high.
- 4.42 Axle load surveys along with classified volume count surveys shall be conducted at least for one day at each counting station appropriately selected to capture information on directional traffic loading in order to determine the Coefficient Equivalent Factors (CEF) for various categories of vehicles passing through survey stations in view of the estimation of E80s traffic loading on the project road.
- 4.43 All available statistics on accidents which can form some inputs in the HDM-4 model and also form the basis for designing the improvements at accident prone locations on existing roads shall be collected and analysed.

Traffic Projections

- 4.44 Traffic counts and O-D surveys would provide information about present traffic on the road (in the case of existing roads), or the possible diverted traffic (in the case of new construction, such as bypass). For design purpose, however, it is necessary that classified traffic should be predicted for design period i.e. 20years excluding the period of construction.
- 4.45 The traffic forecasting method should base on the growth in population, Gross Domestic Product (GDP), per capita income and elasticity of transport demand for both passengers and freight in relation to income and population.
- 4.46 Based on the above, generated traffic as well as suppressed and diverted traffic shall be determined.

Economic Analysis

- 4.47 The basic purpose of economic analysis of a road project is to measure its economic costs and benefits in order to determine whether the net benefits accruing from the proposed project justify investment in such a project. Based on the above, the economic analysis for this project will be undertaken based on the following assumptions:
- (i) Economic analysis period is considered to be 20 years excluding the period of construction;
 - (ii) A discount rate of 12% shall be applied;
 - (iii) Vehicle Operating Costs (VOC) prepared by TANROADS in July 2004 should be applied. However, the Consultant is required to update the items whose prices change with time. Such items include fuel prices, crew wages, and prices of new vehicles.
 - (iv) The Standard Conversion Factor (SCF) of 0.82 should apply as calculated by TANROADS. This factor is used to convert financial or market prices to economic costs. However, the consultant will be required to explain the concept of the SCF.
- 4.48 The consultant shall carry out the economic evaluation of alternative technical solutions for upgrading of the project road using the HDM-4 version 2.04 model in order to determine economic viability of a proposed road project. Calibration of some data collected from the project area should be made in order for the HDM-4 model to give better results.
- 4.49 The following economic indicators shall be calculated by the above models;

Economic Costs

- 4.50 Costs to be considered in the economic analysis shall comprise but not limited to:

- ~~Land~~
- ~~Construction~~
- ~~Operation and Maintenance~~

- ~~...~~
- ~~...~~
- ~~...~~
- ~~...~~

The above costs will be converted from financial to economic based on standard conversion factor of 0.82.

Benefits

4.51 Benefits to be considered in the present economic analysis shall comprise but not limited to:

- Savings on Vehicle Operating Costs (VOC);
- Savings on Travel Time Costs;
- Saving on Accident Costs;
- Saving in Maintenance Costs;

Savings will be calculated as differences of costs and benefits under “with” and “without” project cases.

Sensitivity Tests

4.52 The Consultant shall carry out sensitivity analysis for the recommended alternative showing variations of NPV and IRR assuming construction costs variation of $\pm 10\%$ and $\pm 20\%$; and variation of traffic levels over the life of the project of $\pm 10\%$ and $\pm 20\%$. The sensitivity analysis shall also include as witching value analysis for construction costs and traffic levels.

4.53 The Consultant shall also develop a Risk Assessment in order to highlight the likelihood of an unsatisfactory outcome. The risk analysis methodology shall provide a framework within which it is possible to identify the most likely outcome of a series of relationships based upon the possible values of the input variables to those relationships.

4.54 The Consultant will rank the results of different options and make recommendations to the Client.

4.55 The Consultant’s Feasibility Study Report for the road shall include plans, typical cross-sections, soils and materials report and traffic data as well as preliminary engineering design drawing for the proposed construction, at following scales:

1: 5,000/500 horizontal/vertical alignments

1: 250 cross-sections

1: 250 bridge/culverts

In addition to the drawings the consultants shall prepare and submit to the client a terrain design model based on the commonly used CAD computer models.

PHASE II: DETAILED ENGINEERING DESIGN AND PREPARATION OF TENDER DOCUMENTS

4.56 Depending on the results of the feasibility study and authorization by the Client, the Consultants shall undertake the detailed engineering design of the selected option.

Design Standards

4.57 The following approved standards by the Ministry of Infrastructure Development shall be adopted and adhered to:-

• Geometric design: - MOW Road Geometry Design Manual of 2011

• Pavement and Materials:- MOW Pavement and Materials Design Manual, 1999

• TANROADS Interim Guideline for the Design of Hot-Mix Asphalt, 2018.

• Specifications: - MOW Standard Specifications for Road Works, 2000

• Testing Procedure: - MOW Central Materials Laboratory Testing Manual, 2000

• Structures: - British Standards BS 5400

• Hydrology and hydraulics - TRRL East African Flood Model

• Traffic Signing and Marking - A Guide to Traffic Signing (MoID, 2009)

• Safety Auditing Manual A Guide to Road Safety Audit (MoID, 2009)

• Traffic Management at Road works (TANROADS 2012)

• Surveying- Land Surveying and Mapping Standards of Tanzania (Land Surveying Regulations CAP 390)

4.58 The Consultant shall be responsible for the design details within this framework. The methodologies used in the design of pavement, earthworks, drainage structures, shall conform to the latest techniques while ensuring the use of available local construction materials. At all times a balance must be maintained between capital and maintenance costs.

Climate

4.59 The Consultant shall describe the climatic conditions of the study area by providing details of:

- a) Rainfall (monthly distribution and intensity, including rain days per month);
- b) Temperature (minimum, median and monthly ranges throughout the year); and
- c) any other climatic features of importance

Topographic Surveys

4.59 The topographic surveys shall follow the same standards as specified for the preliminary topographic surveys, namely the Land Surveying and Mapping Standards of Tanzania, and shall be recorded in standard survey field books/electronic data book, which shall be submitted and become the property of the Client at the completion of the assignment.

4.60 The co-ordinates of all intersection points shall be in Universal Transverse Mercator (UTM) system and shall be tied to the National Survey Grid, and levels related to the National Benchmarks. Monumentation of all control points shall be made using 12mm steel pins embedded in concrete cast in-situ. The description cards for the control points shall be prepared and submitted to the Client and detailed in the report to be submitted to the Client for future reference.

4.61 The topographic surveys shall be carried out for the whole project road and shall include:-

- Verification and reinstatement of control points established during the Feasibility Study comprising the primary network of permanent control points at a maximum interval of 3000m along the road thereafter to be distributed to a maximum of 300m as secondary points, which should be inter-visible. Additional control points should be established as necessary.
- Survey of the existing road, junctions, kerbs, drains, culverts, road furniture, utilities, buildings etc. within the road reserve for preparation of mapping to a scale of 1:2000 and completion of the detailed engineering design as necessary,
- Detailed surveys at all proposed locations for new drainage structures including at least a length of 50 m downstream and upstream of the structures,
- Leveling along centreline at 25m intervals for the longitudinal profile, and
- Cross-section leveling at 25m intervals and at any local irregularity. Cross sections are to cover at least 25m each side of the future centreline.

4.62 Computation and definition of the geometric characteristics of the centreline of the road must be carried out, setting out data prepared and the definition of the vertical and horizontal alignment computed.

4.63 The topographic data shall be available and presented on maps with a scale of 1:2000 for the following:

- Existing road, other roads, footpaths, rivers, creeks, watercourses, drains;
- Buildings:-houses of stone, mud, public buildings; including planned relocation
- Land use: sports fields, cemeteries, cultivation, forests, etc.;
- Trees with diameter exceeding 0.5m and height exceeding 1.50m.
- Main fences/benchmarks and grid lines; and
- Existing national trigonometric points, and national bench marks, Consultant's primary and secondary trigonometric points and benchmarks with co-ordinates and

4.64 In addition, electronic copies of the topographic data saved in M/S Excel and topographic drawings in DXF or DWG format shall be submitted in PDF and Editable format including the raw data for future reference and actions.

Soils and Materials Investigations

4.65 The Consultant shall review all existing relevant data and perform investigations to verify suitability and sufficiency of materials for construction of wearing course, base course, sub-base improved sub grade and fill within economic haulage distance. The following shall be undertaken:

- Geo-technical investigations at sites for new bridges and major culverts and where major embankments shall be constructed, including sampling, field and laboratory testing to achieve necessary basis for foundation design, stability analysis, assessment of settlements of embankments etc
- Proof drilling and pitting to verify quantity and quality of materials from existing borrow pits and identification of potential supplementary suitable sources as necessary to obtain sufficient quantities within economic haulage distance.

4.66 The Consultant shall carry out sub surface investigations which include pitting, hand auguring and/or drilling down to foundation level including logging, SPT and taking of disturbed and undisturbed samples. Seismic investigation shall also be carried out if considered necessary by the Consultants. Allowable bearing pressures of subsurface stratum shall be determined at proposed foundation levels of structures.

4.67 Analysis and testing of alignment soils and potential construction materials shall be carried out to determine

their suitability for the works. The Consultant shall perform all necessary tests as stipulated in the PMDM to verify the type and strength of the sub-grade soils. Special attention shall be given to identification of sections with problem soils.

4.68 Potential gravel sources shall be tested for:-

- Grading (particle size distribution),
- Atterberg Limits,
- Moisture/density relationship,
- California Bearing Ratio (CBR)
- Any other necessary tests as per PMDM.

4.69 Potential sources of hard stone shall be tested for:-

- Los Angeles Abrasion,
- Aggregate Crushing Value (ACV)
- Ten Percent Fine Value (TFV),
- Sodium Sulphate Soundness,
- Bitumen Affinity,
- Specific Gravity and Water Absorption,
- Soluble salts Content,
- AIV (Aggregate Impact Value)
- Any other necessary tests as per PMDM.

4.70 The Consultant shall collect coordinate data for all potential gravel and hard stone sources and prepare a report for submission to the respective mineral office for acquiring mining licenses in collaboration with Client office.

4.71 The Consultant shall identify existing water sources for supplying water for construction works, and assess its quantities and quality. It should be noted that water to be used for the implementation of the project shall not be on the expense of local community. Where construction water is not available from existing sources, the Consultant shall explore alternative sources such as bore holes or shallow ponds and identify associated costs.
Drainage Structures

4.71 The Consultant shall check the structural condition of the existing drainage structures including the inlet and outlet of the structures, and carry out the design of their remedial/repair works. The Consultant shall also carry out hydrological analysis for all new drainage structures and existing ones which are hydraulically and structurally unsound and in need of replacement.

4.72 The catchment areas, rainfall, run-off duration/intensity relationships, catchments run-off characteristics and channel slopes/discharge characteristics for each catchment shall be determined on the basis of available topographic maps and field investigations as necessary. The appropriate return flood period and corresponding water levels will be established and the adequacy of existing waterways should be checked. Appropriate flood design model like the East African flood design model should be used.

Detailed Engineering Design Requirements

Horizontal and vertical alignment

4.73 The horizontal alignment for project road shall be determined by points at intervals of 25m along the centreline; tangent points and such other critical points as may be required. All primary and secondary points shall be in UTM system and shall be coordinated to the National Grid System. Wherever possible, the primary and secondary points shall be tied to at least three permanent features using distances or a combination of distances and angles. The Consultant shall submit a summary of description cards for the primary and secondary control points, consisting of photographs, their respective co-ordinates, and sketches of the control points indicating their location in relation to the closest permanent features.

4.74 The vertical alignment shall be designed to take into account the hydraulic and soil conditions and the needs to raise the embankment to avoid flooding.

Earthworks and Pavement Design

4.75 The pavement shall be designed to carry traffic over a 20-year design period of the proposed project road and in accordance with the Pavement and Materials Design Manual, 1999.

Other parameters to be considered during pavement design shall include: results of the pavement evaluation, soils and materials tests and other engineering treatments dictated by available natural materials. Access roads joining the project road shall be paved up to the end of the road reserve, i.e. 30.0 m from the centreline.

Design of Drainage Structures

4.76 All existing data and the results of the field investigations for soils, foundations, hydrology, etc. shall be assessed and used as a basis for the design of drainage structures. Detailed hydraulic computation and structural designs shall be carried out and fully documented in the reports. All drainage structures shall be designed according to BS 5400 using HA Loading and 37.5 units of HB Loading.

All pipe culverts should preferably be of reinforced concrete. The minimum size of cross pipe culverts shall be 900 mm diameter, while those for access roads shall be a minimum of 600 mm diameter.

Road Safety

4.77 The Consultant shall identify all possible accident black spots and incorporate their design, measures to improve any dangerous locations identified. Improved layout and visibility at junctions, proper separation of pedestrians and cyclists from the vehicular traffic and the provision of pedestrian crossings, bus bays and parking areas shall be included in the design, where possible. Other measures to be considered include provision of wide shoulders in towns/villages and climbing lane on steep grades.

4.78 A detailed traffic engineering design shall be carried out to specify the necessary traffic control features. This design shall include detailed traffic analysis including where appropriate, design traffic forecasts for major intersections. Based on the traffic analysis, the Consultant shall conduct intersection capacity and related traffic studies to determine the location of signs, signals as necessary, pavement markings, and facilities for pedestrians and non-motorized traffic around populated areas and other control features.

A detailed scheme for the management of the traffic flow shall be developed to ensure that vehicle and pedestrian movement is properly handled during the construction period. This plan shall include details of the location and design of by-pass lanes, temporary structures, barriers, signs, signals and other physical features necessary to accommodate traffic flow during construction. In addition to the design plan, the Consultant shall prepare a traffic operations plan detailing the construction sequencing, public information announcements, use of traffic control devices and other activities designed to minimize traffic disruption.

Street Lights

4.79 The Consultant shall prepare comprehensive specifications for solar street light and considered provision of street light at urban and other highly populated areas, village areas, pedestrian crossings, bus bays and parking areas. For easy and reliable power supply, the Street lights should be solar powered system.

Engineering Drawings

4.80 The Consultant shall prepare the following engineering drawings for the project using format and title sheets as required by TANROADS, with the originals becoming the property of the Client.

(i) *Topographic Plans, scale 1:2000*

(ii) *Plans and Profile, scale 1:2000/1:100*

Showing natural ground levels, horizontal and vertical curve details, running chainage, cross-section Chainages, side drains location, description and references to all drainage works, location of bench marks, location of road furniture, any other relevant information in the format approved by TANROADS.

(iii) *Typical Cross-Sections, scale 1:50*

Showing all details of road cross section in cuts and fills, side drains, Pavement thickness, camber and super-elevation and pavement widening. The cross sections shall also show natural ground level and super-imposed road prism and structural drawings details as required.

(iii) *Cross Sections, scale 1:100*

Showing natural ground level and superimposed road prism at 25m intervals.

(v) *Bridges, scale 1:100 and 1:50/20 for more detailed elements*

Showing all the details for construction of a bridge superstructure and sub structure as well as any protection works

(vi) *Culvert details, scale 1:50*

Showing details of all types of culverts, their inlets and outlets and any necessary protection works.

(vii) *Soil plans*

Showing the location of borrow and quarry sites and characteristics of soil for various sections of the route using the appropriate scale.

(ix) *Traffic Management Plans*

Showing details of the location of by-pass lanes, temporary structures, barriers, signs, signals and other physical features necessary to accommodate traffic flow during construction.

(viii) *Auxiliary Works*

Showing all auxiliary works using the appropriate scales

Environmental and Social Impact Assessment

4.81 The consultant shall conduct detailed Environmental and Social Impact Assessments (ESIA) by taking into account the preliminary Environmental and Social Impact Assessment conducted at the feasibility study. The assessment shall be conducted in accordance with the requirement in the Environmental Impact assessment and Audit regulations(2005). The Detailed Scope for conducting Environmental and Social Impact Assessment is attached herewith as **Annex I** of these Terms of Reference.

4.82 The Consultant shall prepare a specific ESIA for the road section. The Consultant shall recommend appropriate mitigation measures/plans to minimize any negative impacts.

4.83 The Consultant shall undertake survey of the properties to be affected by the project and indicate the names and addresses of the properties owners and undertake valuation of those properties for development of the Resettlement Action Plan (RAP) for effecting compensations.

4.84 The Consultant shall assess the likely impact of HIV/AIDS on the project road and propose measures to mitigate

the same in accordance with National HIV/AIDS policy and strategies. The Consultant shall also prepare an awareness programs which aims at educating the community on the control of HIV/AIDS.

4.85 The consultant shall identify the potential locations along the road reserve and propose facilitation of-trade as a measure to prevent roads reserves encroachment by street vendors.

Construction quantities

4.86 The calculated quantities for the items of construction shall be based on the final design drawings. The earthwork quantities shall be derived from calculations based on the field cross sections along the road centreline and in accordance with acceptable methods of measurements that shall be agreed with the Client. A detailed bill of quantities shall be prepared under the following sections: preliminary and general; clearing and earthworks; drainage; culvert and protection works; sub-grade; sub-base; and base; surfacing; bridges including major structures; road furniture; ancillary works (including road reserve markers); schedule of day works etc. The calculated quantities for each activity resulted from the final design be accurate within the range of $\pm 7.5\%$. **The Consultant will be held responsible for failing to meet the required accuracy during construction.**

Cost Estimates

The Consultant shall estimate likely ruling bill rates applicable to the proposed time of construction, showing how these are derived. In order to make a fair and reasonable estimate of the cost of project, the Consultant shall prepare a unit price analysis of each item using basic cost elements (labor, materials, equipment, tools, overheads, on - site costs, profit, etc.), and showing separately the cost of all taxes (direct or indirect, duties, levies and fees). The estimated financial cost resulting from this analysis shall be accurate to within $\pm 7.5\%$ and shall be compared with costs of previous projects or similar works executed in the area and adjusted accordingly. The cost estimates shall also include the costs for implementation of EMP, RAP, and HIV/AIDS alleviation programme.

4.87 The Consultant shall give cost estimates broken down by main works' items into foreign and local currency components as follows:-

(i) *For foreign currency:*

- Imported equipment, materials and supplies;
- Identifiable foreign components of domestic manufactured equipment, materials and supplies;
- Salaries of expatriate personnel, and
- Profit and overheads of foreign firms where appropriate.

(ii) *For local currency:*

- Right of way acquisition;
- Local materials, supplies, and services;
- Salaries and wages of local employees both skilled and unskilled.

4.88 In addition, the Consultant shall present separately the taxes and duties element of the cost estimates.

Construction Schedule

4.89 In order to assist in evaluating the required construction period and forward budget needs, the Consultant shall carry out a network analysis of the project using suitable deterministic or probabilistic theory or a combination of both showing, inter alia: -

- Major activities and their duration
- A "network" showing the proposed ordering or sequencing of the major activities.
- Duration of the entire project in the form of a bar chart
- Monthly cost of each activity
- Anticipated monthly expenditure presented in form of an S-curve.

4.90 In carrying out the analysis of the construction schedule, due account shall be taken of the climatic conditions of the areas concerned.

Preparation of Tender Documents

4.91 The Consultant shall prepare complete Tender documents in accordance with the current Standard Bidding Documents of the Public Procurement (Amendment) Act, 2016, and the Public Procurement (Amendment) Regulations, 2016.

Based on the approved detailed design the Consultant shall prepare complete Tender Documents comprising the following:

a) VOLUME I

Section I - Invitation for Bids

Section II - Instructions to Bidders

Section III - Bid Data Sheet

Section IV - General Conditions of Contract

Section V - Special Conditions of Contract

Section VI - Technical Specifications (Standard and Special including solar street specifications)

Section VII - Drawings(Bound Separately as Volume II)

Section VIII - Bill of Quantities

Section IX - Bid Form:

~~SECRET~~

~~SECRET~~

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Section X - Form Security:

~~SECRET~~

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~~SECRET~~

Section XI - Integrity

~~SECRET~~

N.B: This document shall be clearly marked on the cover as "TENDER DOCUMENT"

- b) VOLUME II - Drawings (photo-reduced to "A3" size)
- c) VOLUME III (A) - Materials Report
- d) VOLUME III (B) - Hydrological/Hydraulic Report
- e) VOLUME III (C) - Survey Report
- f) VOLUME III (D) - Geotechnical Investigations Report

The volumes III (A), III (B) & III (D) shall be factual reports clearly marked on the cover " FOR INFORMATION ONLY AND NOT PART OF TENDER DOCUMENTS" with preamble in the text stating that these reports are only representing the investigations and findings (without analysis or interpretation of results/findings) of the Consultant and that it shall be the Tenderer's responsibility for any source and quality of materials, etc. without binding the Employer.

REPORTS

- 4.92 The Consultant shall prepare, and submit all reports in English and presented A4 sized paper with detailed record of photographs. All reports (except Progress Reports) shall be submitted initially as draft versions, which shall be finalized to accommodate Clients' comments. Survey data for both draft and final reports shall be submitted in a format compatible to current operating Windows system.
- 4.93 The Consultant shall prepare the Tender Documents for the proposed project. After due consultation with the Client, he shall package the project roads into an appropriate number of packages with lengths to be agreed with the Client, depending on factors such as availability of construction materials, construction water sources, etc. and prepare the tender documents accordingly.
- 4.94 The Consultant shall arrange to present the Reports to the panel of TANROADS experts. The presentations shall be made at least 5 days after submission of the hard and soft copies of the reports. The presentations shall preferably be in Power Point.

THECONSULTANT'S FAILURE TO SUBMIT REPORTS WHETHER AT INTERMEDIATE STAGES OR OVERALL ON SPECIFIED TIME PERIODS SHALL RESULT TO IMPOSITION OF LIQUIDATED DAMAGES EQUAL TO 1/1000TH (ONE THOUSANDTH) OF THE VALUE OF THE INVOICE RAISED AND PAYABLE FOR EACH CALENDAR DAY, WITH A MAXIMUM LIMIT OF 15%(FIFTEEN PERCENT) OF THE VALUE OF THE CONTRACT.

PHASE I: FEASIBILITY STUDY AND PRELIMINARY DESIGN

4.95 Inception report (5 Copies)

This report shall briefly describe the mobilization and establishment status of the Consultant, the specific staffing plan, the updated work plan the Consultant proposes to follow in carrying out the assignment, based on the Consultants initial findings, details of any constraints or inputs required from the employer and such remarks as are deemed appropriate including the works done so far. This report shall be submitted not later than 30 calendar days from the date of commencement of the services.

4.96 Progress Reports: (5 copies)

These shall be submitted in **month 3** after the Effective Date and shall detail work performed during the reporting period. The report shall contain preliminary findings and conclusions based on the analysis substantially completed and shall also identify actual and anticipated constraints that may affect the progress of the assignment, their causes and the proposed remedies.

4.97 Draft Feasibility Study and Preliminary Design Report

The Draft Feasibility Study and Preliminary Design Report shall summarize all the work performed, the findings and recommendations of the Consultant. The consultant shall submit 5 copies of the report **within Four (4)** months after the commencement of the study. The report shall include maps, plans and diagrams. The consultant shall also submit separately four (4) copies of the Environmental and Social Impact Assessment (EIA) including preliminary environmental impact mitigation plan (EMP), the Social Impact Mitigation Plan (SMP) and the preliminary Resettlement Action Plan (RAP). The consultant shall also prepare an executive summary; highlighting most important findings from the studies, conclusions and recommendations.

The Consultant's Feasibility Study Report for the road shall include plans and profiles typical cross-sections, soils and materials report and traffic data as well as drainage structure drawings for the proposed construction, at following scales:-

1: 5,000/500 horizontal/vertical alignments

1: 250 cross-sections

1: 250 bridge/culverts

The intervals for levels in the profile should not be more than 100 meters. In addition to the hard copies of the drawing the Consultant shall prepare and submit to the Client soft copies of design drawings together with the Digital Terrain Model(DTM) in DXF or DWG format.

In addition to the above, the Consultant shall submit to the Client the soft copy for the following files from HDM-4 workspace for further verification:-

i) Vehicles.dbf

ii) Improves. dbf

iii) Annual works. dbf

iv) HDM-4 rundata.dbf

v) Objects. data

The Consultant shall arrange to present Draft Feasibility Study Report to a panel of TANROADS experts. The presentations shall be at least 5 days after submission of the hard and soft copies of the reports. The presentations shall preferably be in PowerPoint.

4.98 Final Feasibility Study and Preliminary Design Report

The Final report shall be submitted in 10 copies within 30 days of receipt of the Clients' comments on the Draft Final Feasibility Study Report complete with plans incorporating all the revisions deemed appropriate by the Consultant after receipt of comments on the Draft Final Report of the study from the Client. The models and/or calculations used in the economic analysis shall also be made available in a compact disc compatible with MS Windows software. The consultant shall also prepare an executive summary (5 copies), highlighting most important findings from the studies, conclusions and recommendations.

4.99 Record of Documents

After delivery of all Final documentation, the originals of the documents are to be deposited with TANROADS Katavi in Compact Disc compatible with software used and agreed with the Client at inception, such as Microsoft Word for word processing, Microsoft Excel for spreadsheet, Microsoft project for project management, AutoCAD etc.

5.0 PHASE II: DETAILED ENGINEERING DESIGN

5.1 Progress Reports: (5 copies)

These shall be prepared at **month 7 and month 8** after the Effective Date and shall detail work performed during the reporting period. The first Progress Report under this Phase shall essentially include the status of mobilisation and the Consultant's work plan indicating any constraints that may impede the progress of the design. The second report shall contain preliminary findings and conclusions based on the analysis substantially completed and shall also identify actual and anticipated constraints that may affect the progress of the assignment, their causes and the proposed remedies.

5.2 Draft Final Design Report (5 copies) and Draft Tender Documents (5copies)

The Draft Final Design Report shall summarize the findings, analysis, results and recommendations of the detailed engineering design, and shall consist of road plans and profile drawings, typical cross-sections drawings, drainage plans, design of drainage and other structures, traffic data, topographic data, setting out data, bills of quantities, bidding documents, estimate of construction costs (and its price analysis including all supporting material).The draft final design report shall comprise all the assumptions and criteria used in the analysis and design of the work together with all details and standards used. All design calculations for pavements and structures shall be closed in form of annexes. Shall also comprise of potential gravel and hard rock sources report as annex. The draft final design report shall be submitted together with the following reports:

i) Materials Report (5 copies)

The report shall summarize all geotechnical findings and adoption of those findings to design quantities, and qualities of materials to be available with the corresponding excavation depth, test results and any other related information in respect of materials quarries.

ii) Hydrological- Hydraulic Report (5 copies)

The report shall summarize hydrological and hydraulic analysis/calculations together with the assumptions and criteria used for the design of drainage structures, waterway openings, major watercourses, etc.

iii) Engineering Drawings (5 copies)

One (1) bound set of engineering drawings in A1 size and three (3) sets photo reduced to A3 size. The drawings shall include cross sections drawn at 25m intervals, layout plans showing contours and other details, Typical Sections, Typical Drawings Details and Specific Details of all structures, together with a Culvert Schedule, Bridge Schedule and a Schedule of Drawings. All drawings should clearly show: - Designed by, approved by, with the name and signature of the responsible engineer and the date clearly displayed.

iv) Confidential cost estimate (5 copies)

The confidential cost estimate for works and services shall be in the form of completed Bills of quantities. The estimate shall be submitted together with other reports

v) Environmental and Social Impact Assessment Reports (5 copies)

Detailed Environmental and Social Impact Assessment including Environmental Management Plan and Resettlement Action Plan.

5.3 Final Detailed Engineering Design Report (5 copies) and Pre-qualification and Tender Documents (5 copies)

The reports shall be submitted not later than 30 calendar days from the date of approval by Client of Draft Final Design Report and Draft Final Tender/Contract Documents. This report shall incorporate all revisions deemed necessary arising from comments received from the Client. The Consultant shall submit electronic copies of all the reports, including the Tender Documents in CD-ROM in Microsoft Office format.

5.4 Record of Documents

After delivery of all final documentation, the originals of the documents are to be deposited with TANROADS Katavi in Compact Disc compatible with software used and agreed by the Client, such as Micro soft word for word processing, Microsoft Excel for spreadsheet, Microsoft project for project management, AutoCAD etc

Counterpart Staff

8.1 Counterpart Staff Involvement

TANROADS will assign two (2) counterpart staffs relevant to the assignment during execution of the services to work with the Consultant in all aspects of the study as a way of knowledge transfer. The counterpart shall be involved in the field as well as the Consultant's home office. The Consultant shall allow under the reimbursable expenses, a provisional sum of **TShs 50,000,000/=** for costs related to the counterpart staff during field and office work, including providing the counterparts with any appropriate per-diems, accommodation, transport and training as necessary.

8.2 Project supervision

TANROADS will assign its staff for supervision of the assignment during execution of the services. The Consultant shall inform the supervisor on specific schedule of undertaking activities for close follow-up.

The Consultant shall allow under the reimbursable a provisional sum amounting to TShs.1,800,000.00 for airtime for the project supervisor, calculated at a rate of TShs. 5,000.00 per day over the contract period.

Payment of all provisional sums shall be associated with relevant confirmation attachments.

Mode of Payment

Payment shall be made according to the following schedule:

Phase I

Ten percent (10%) of the contract amount for Phase I shall be paid upon submission of the acceptable *inception report*.

Fifty percent (50%) of the contract amount for Phase I shall be paid upon submission of the acceptable *Draft Feasibility Study, Environmental and Social Impact Assessment and Economic Evaluation Reports*.

Forty percent (40%) of the contract amount for Phase I shall be paid upon submission of the acceptable *Final Feasibility Study, Environmental and Social Impact Assessment and Economic Evaluation Reports*.

Phase II

Ten percent (10%) of the contract amount for Phase II shall be paid upon acceptable *inception report*.

Fifty percent (50%) of the contract amount for Phase II shall be paid upon submission of the acceptable *Draft Design Reports*. The Consultant shall be required to present a Draft Design Report to TANROADS Professionals on a date to be agreed during the course of the Contract's implementation. The presentation shall be carried out at TANROADS Katavi.

Forty percent (40%) of the contract amount for Phase II shall be paid upon submission of the acceptable *Final Design Reports*. The Final Design Report shall accommodate all relevant comments from the Client.

Note: The Consultants are required to identify separately the costs of Phase I and Phase II in their Financial Proposals.

SECTION 9: CONDITIONS OF CONTRACT AND CONTRACT FORMS

GENERAL CONDITIONS OF THE CONTRACT

A. Preliminary Clauses

<p>1. Definitions</p>	<p>1.1</p>	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> a) “Client” is the party who engages the Consultant to perform the Services. For the purpose of this contract, the client is as indicated in the SCC. b) “Completion” means the fulfillment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract. c) “Completion Date” is the date of actual completion of the fulfillment of the Services. d) “Consultant” is the party (firm or individual) whose proposal to perform the Services has been accepted by the Client and is named as such in the Contract. Details of the Consultant's name and address will be available in the Contract Finalization Information Section in the Contract Agreement. e) “Contract” means an Agreement entered into between the Client and the Consultant. f) “Contract Documents” means the documents listed in the Contract, including any amendments thereto. g) “Day” means calendar day. h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC 18. i) “GCC” means the General Conditions of Contract. j) “Government” means the Government of the United Republic of Tanzania. k) “Intended Completion Date” is the date on which it is intended that the Consultant shall complete the Services. The intended date is as stipulated in SCC. l) “JVCA” means Joint Venture, Consortium or Association m) “Member” means in case where the Consultant consists of a Joint Venture any of the entities that make up the joint venture; and “Members” means all these entities. n) “Month” means calendar month o) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. Third party means any party other than Client as Consultant. p) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part t; and “Key Personnel” means the Personnel referred to in GCC 24.1.
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		<p>q) “Project Manager” means a person or any other competent person appointed by the Employer/Consultant and notified to the Consultant/Employer, to act in replacement of the Project Manager) who is responsible for supervising the execution of the assignment/services and administering the contract. Details of the project manager will be available in the Contract Finalization Information Section in the Contract Agreement.</p> <p>r) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.</p> <p>s) “Remuneration” means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.</p> <p>t) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>u) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.</p> <p>v) “Third Party” means any person or entity other than the Client and the Consultant.</p> <p>w) “In writing” means communicated in written form with proof of receipt.</p> <p>x) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p>
2. Interpretation of Contract Documents	2.1	In interpreting these conditions of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.
	2.2	Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	3.2	In pursuance of this requirement, the Client shall: (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
	3.3	Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons, therefore, shall be recorded in the record of

		the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.
	3.4	<p>For the purposes of this Contract, the terms:</p> <p>(a) “<i>corrupt practice</i>” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;</p> <p>(b) “<i>fraudulent practice</i>” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,</p> <p>(c) “<i>coercive practice</i>” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p> <p>(d) “<i>collusive practice</i>” means an arrangement between two or more parties with or without knowledge of the other party or parties designed to achieve an improper purpose, including to influence improperly the action of another party; and</p> <p>e) “<i>obstructive practice</i>” means acts intended to materially impede access to required information in exercising a duty under the Act.</p>
	3.5	The parties agree that their personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Interpretation	4.1	<p><u>Entire Contract</u></p> <p>The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	4.2	<p><u>Amendment</u></p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>
	4.3	<p><u>Non-waiver</u></p> <p>a) Subject to GCC 4.3 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
	4.4	<u>Severability</u>

		If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
	4.5	<u>Phased completion</u> If phased completion is indicated in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
5. Documents Forming the Contract and Priority of Documents	5.1	The following documents forming the contract shall be interpreted in the following order of priority: in the following order of priority: (a) Form of Agreement; (b) Letter of Acceptance; (c) Special Conditions of Contract (SCC); (d) General Conditions of Contract (GCC); (e) The Appendices; Appendix 1: Terms of Reference Appendix 2: Key Experts Appendix 3: Breakdown of Contract Price Appendix 4: Form of Advance Payment (if applicable) Appendix 5: Code of Conduct for Experts Appendix 6: Reporting Requirements Appendix 7: Duties of the Client Appendix 8: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration (f) Any other documents stated in the SCC.
6. Eligibility	6.1	The Consultant and its Sub-Consultants shall have the nationality of a country, other than stated in SCC.
	6.2	All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except stated in the SCC.
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise in stated in SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture,	10.1	If the Consultant is a Joint Venture, consortium, or association, (this

Consortium or Association (JVCA)		does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the Joint Venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the addresses indicated. Details of the Consultant's address will be available in the Contract Finalization Information Section in the Contract Agreement.
	11.2	A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the GCC 11.1.
	11.3	A Party may change its address for notice hereunder by giving the other Party notice of such change to the address specified.
12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1	The Services shall be performed at such locations as indicated in SCC or as indicated in Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the Member in Charge who shall 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. Details of the authorized member will be available in the Contract Finalization Information Section in the Contract Agreement.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by duly authorized representatives. Details of the Client's Authorized Representative will be available in the Contract Finalization Information Section in the Contract Agreement.
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion, and Modification of Contract

18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any as indicated in SCC have been met.
19. Termination of Contract for Failure to Become Effective	19.1	If the Contract has not become effective within such time period after the date of the Contract signature by the Parties as specified in SCC, either Party may, by not less than twenty-one (21) 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.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date that specified in SCC.
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience], and GCC 69 [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date that is stated in SCC.
22. Modifications or Variations	22.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC 51.1 [Payments General], however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

C. Consultant's Personnel and Sub-Consultants

23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 2, to the contract. If any of the Key Personnel has already been approved by the Client's name shall be listed in Appendix 2.
	24.2	<p>If required to comply with the provisions of GCC 27 [Removal and/or Replacement of Personnel], adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 2 to the contract may be made by the Consultant by written notice to the Client, provided:</p> <ul style="list-style-type: none"> (a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger; (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 50.2 [Cost Estimate of Services; Ceiling Amount]; and (c) any other such adjustments shall only be made with the Client's written approval.
	24.3	If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 2 may be increased by agreement in writing or in electronic forms that provide a record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC 50.2 [Ceiling Amount] of this Contract, this will be explicitly in the Contract.
25. Approval of Personnel	25.1	The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 2 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave & Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc. for Key Personnel are set forth in Appendix 3 to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 3 to the contract and except as specified in such Appendix 3, the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.

	27.2	<p>If the Client</p> <ul style="list-style-type: none"> (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, <p>then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p>
	27.3	<p>In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.</p>
	27.4	<p>Any of the Personnel provided as a replacement under GCC 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,</p> <ul style="list-style-type: none"> a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
28. Project Manager	28.1	<p>The Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.</p>

D. Obligations of the Consultant

29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services	30.1	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of Interests	31.1	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.
32. Consultant Not to Benefit from Commissions, Discounts	32.1	The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	32.2	Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

36. Liability of the Consultant	36.1	The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
	36.2	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: <ul style="list-style-type: none"> (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or (b) plagiarism or alleged plagiarism by the Consultant.
	36.4	The Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
	36.5	The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 29 [Standard of Performance] provided: <ul style="list-style-type: none"> (a) that the Consultant is notified of such actions, claims, losses or damages not later than the period indicated in the SCC after conclusion of the Services. (b) that the ceiling on the Consultant's liability under GCC 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and (c) that the Consultant's liability under GCC 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
	36.6	In addition to any liability the Consultant may have under GCC 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29.
	36.7	Notwithstanding the provisions of GCC 36.1, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.
37. Insurance to be	37.1	The Consultant

<p>taken out by the Consultant</p>		<p>(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage of:</p> <p>i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>amount stated SCC</i>.</p> <p>ii) Third Party liability insurance, with a minimum coverage of <i>amount stated SCC</i>.</p> <p>iii) Professional Liability insurance, with a minimum coverage of <i>amount stated SCC</i>;</p> <p>iv) Client's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate <i>amount stated SCC</i>; and</p> <p>v). insurance against loss of or damage to (a) equipment purchased in whole or in part with funds provided under this Contract, (b) the Consultant's property used in the performance of the Services, and (c) any documents prepared by the Consultant in the performance of the Services <i>amount stated SCC</i>.</p> <p>(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
<p>38. Accounting, Inspection and Auditing</p>	<p>38.1</p>	<p>The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and</p> <p>(b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.</p>
	<p>38.2</p>	<p>The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.</p>
<p>39. Consultant's Actions Requiring Client's Prior Approval</p>	<p>39.1</p>	<p>The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:</p> <p>(a) Any change or addition to the Personnel listed in Appendix 2 to the Contract;</p> <p>(b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and</p> <p>(c) Any other action as specified in the SCC.</p>

	39.2	Notwithstanding any approval under GCC 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
40. Reporting Obligations	40.1	The Consultant shall submit to the Client the reports and documents specified in Appendix 6 to the Contract hereto, in the form, in the numbers and within the time periods set forth in Appendix 6. Final reports shall be delivered in electronic forms acceptable to the client as specified in Appendix 6.
41. Proprietary Rights on Documents Prepared by the Consultant	41.1	All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software and use such software for their own use with the prior written approval of the Client.
	41.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such of the plans, drawings, specifications, designs, database, 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 sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software if any shall be specified in the SCC.
42. Proprietary Rights on Equipment and Materials Furnished by the Client.	42.1	Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
	42.2	Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.
	42.3	While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
43. Performance Securities	43.1	The Performance Security or Performance Securing Declaration and Environmental and Social (ES) Performance Security in the form and amount as stated in the SCC shall be provided to the Client no later than the date specified in the Letter of Acceptance.
	43.2	The Consultant shall provide at his cost a Performance Security or Performance Securing Declaration, and Environmental and Social (ES) Performance Security, to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security, and if required, the Environmental and Social (ES) Performance Security, shall be payable to the Client as compensation

		for any loss resulting from the Consultant's failure to complete its obligations under this Contract.
	43.3	The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract.
	43.4	In the case of Performance Securing Declaration, it shall remain in force until the completion of the works, and in the event the Consultant failing to execute the Contract, the Client, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
44. Liquidated Damages	44.1	If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.
	44.2	The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.

E. Obligations of the Client

<p>45. Assistance and Exemptions</p>	<p>45.1</p>	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services; (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as specified in SCC.
<p>46. Access to project site</p>	<p>46.1</p>	<p>The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.</p>
<p>47. Change in the Applicable Law Related to Taxes and Duties</p>	<p>47.1</p>	<p>If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 50.2.</p>
<p>48. Services, Facilities and Property of the Client</p>	<p>48.1</p>	<p>The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 7 to the contract at the times and in the manner specified in said Appendix 7.</p>
	<p>48.2</p>	<p>In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 7 to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to</p>

		be made to the Consultant as a result pursuant to GCC 50.3.
49. Counterpart Personnel	49.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 7 to the contract. For the purpose of this Contract, a "Counterpart Staff/Personnel" means a person hired/nominated by the Client to work with the Consultant.
	49.2	If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 7, the Client and the Consultant shall agree on: <ul style="list-style-type: none"> (a) how the affected part of the Services shall be carried out, and (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.2.
	49.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
	49.4	The Authorised Representative from the Client as specified in GCC 16.1 shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.

F. Payments to the Consultants

50. Cost Estimate of Services: Ceiling Amount	50.1	An estimate of the cost of the Services is set forth in Appendix 3 to the contract.
	50.2	Except as may be otherwise agreed under GCC 22 [Modifications or Variations] and subject to GCC 50.3, payments under this Contract shall not exceed the ceiling stated in SCC.
	50.3	Notwithstanding GCC 51.2, if pursuant to any of the GCC 48, GCC 49 or GCC 51, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 50.1, the ceiling set forth in GCC 50.2 shall be increased by the amount of any such additional payments.
51. Payments: General	51.1	All payments under this Contract shall be made to the account of the Consultant as stated in the Contract Finalization Information section in the contract document.
	51.2	With the exception of the final payment under GCC 57, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
52. Lump Sum Remuneration	52.1	Subject to the ceiling specified in GCC 50.2, the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursable, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC 50.2, if the Parties have agreed to additional payments in accordance with GCC 22.1.
53. Modes of Payment	53.1	Payments in respect of the Services shall be made as specified in GCC 54 to 57.
54. Currency of payments	54.1	The currency of payments shall be as indicated in SCC.
55. Advance Payment	55.1	Advance Payment shall be made to the Consultant, of the amount specified in SCC and within the period stated in SCC after the Effective Date. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall: (a) remain effective until the Advance Payment has been fully offset; and (b) be in the format as shown in Contract Form 4.
	55.2	The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services that is specified in SCC until said Advance Payment has been fully offset.
56. Interim Payments	56.1	Payment will be made according to schedule specified in SCC subject to the provision of advance payment stated in GCC 55 [Advance Payment]. Any other payment shall be made as specified in SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
	56.2	The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents.

		Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
	56.3	Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
57. Final Payment	57.1	The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. .
	57.2	The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement.
	57.3	The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client
58. Suspension of Payments	58.1	The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
59. Interest on Delayed Payments	59.1	If the Client delays payments beyond the due date, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate shall be as specified in SCC.

G. Time Control

60. The Services to Be Completed by the Intended Completion Date	60.1	The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
61. Early Warning	61.1	If at any time during execution of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, it's likely duration, and its cause.
	61.2	As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
62. Extension of the Intended Completion Date	62.1	In the event the Consultant is unable to complete the assignment by the Intended Completion Date he may request the Client to extend the Intended Completion Date by giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
63. Progress Meetings	63.1	The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
	63.2	The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action. The Minutes and records under this sub-clause shall be signed by the Parties

H. Good Faith and Fairness in Operation

64. Good Faith	64.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
65. Fairness in Operation	65.2	The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.
	65.2	If during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC 75 [Settlements of Disputes].

I. Termination and Settlement of Disputes

<p>66. Termination for Default</p>	<p>66.1</p>	<p>The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.</p>
	<p>66.2</p>	<p>Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than days specified in SCC.</p>
	<p>66.3</p>	<p>Fundamental breaches of the contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC 58 [Suspension of Payments], within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication; (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false; (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract; (d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 75.2 [Settlements of Disputes]; (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 75.2 [Settlements of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.
<p>67. Termination for Insolvency</p>	<p>67.1</p>	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> (a) the Client becomes bankrupt or otherwise insolvent; or (b) the Consultant becomes (or, if the Consultant consist of more

		<p>than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
68. Termination for Convenience	68.1	The Client, by notice sent to the Consultant may, in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
69. Termination because of Force Majeure	69.1	The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
	69.2	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
	69.3	<p>Force Majeure shall not include:</p> <p>(a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or</p> <p>(b) Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p>

		(c) insufficiency of funds or failure to make any payment required hereunder
	69.3	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
70. Measures to be Taken on Force Majeure	70.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	70.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	70.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	70.4	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 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.
71. Cessation of Rights and Obligations	71.1	Upon termination of the Contract pursuant to GCC 19 [Termination of Contract for Failure to Become Effective], GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] and GCC 69 [Termination because of Force Majeure], or upon expiration of this Contract pursuant to GCC 21 [Expiration of Contract], all rights and obligations of the Parties hereunder shall cease, except (a) such rights and obligations as may have accrued on the date of

		<p>termination or expiration;</p> <p>(b) the obligation of confidentiality set forth in GCC 35;</p> <p>(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38; and</p> <p>(d) any right which a Party may have under the Applicable Law.</p>
72. Cessation of Services	72.1	<p>Upon termination of the Contract by notice of either Party to the other pursuant to CC 66 [Termination for Default], CC 67 [Termination for Insolvency], CC 68 [Termination for Convenience] or CC 69 [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by CC 41 [Proprietary Rights on Documents Prepared by the Consultant] or CC 42 [Proprietary Rights on Equipment and Materials Furnished by the Client].</p>
73. Payment upon Termination	73.1	<p>Upon termination of the Contract pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration pursuant to GCC 53.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 for expenditures actually incurred prior to the effective date of termination; and</p> <p>(b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p> <p>Payment to the Consultant under GCC 74.1 shall be affected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination</p>
74. Disputes about Events of Termination	74.1	<p>If either Party disputes whether an event specified in GCC 66 [Termination for Default], 67 [Termination for Insolvency], or GCC 68 [Termination for Convenience] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 75 [Settlement of Disputes], and this Contract shall not be terminated</p>

		on account of such event except in accordance with the terms of any resulting arbitral award.
	74.2	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 75.
75. Settlement of Disputes	75.1	<p><u>Amicable Settlement</u></p> <p>(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>(b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 75.2 shall apply.</p>
	75.2	<p><u>Arbitration</u></p> <p>Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the laws of Tanzania and in the place stated in SCC.</p>

SECTION 9: SPECIAL CONDITIONS OF CONTRACT

SNo.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Client name and Address Appointing Authority for the Arbitrator	1.1(a) 1.1 (x)	The TANROADS - KATAVI REGIONAL OFFICE of P.O BOX 440,MPANDA. Tanzania Institute of Arbitrators (TIArb).
2.	Intended Completion Date	1.1 (k)	365 Days.
3.	Assignment Phasing Completion	4.5	The Consultant shall carry out all the tasks necessary to achieve the defined objectives. The services shall be carried out in two phases namely: Phase I: Feasibility study including the preliminary design, cost estimates, assessment of environment & social impacts and preparation of environmental management plans and RAP framework documents. Phase II: Detailed engineering design, including full resettlement action plan; preparation of pre-qualification and bidding documents; assistance in the pre-qualification of contractors and bidding process .
4.	Other Documents Forming Part of the Contract	5.1 (h)	i) Staff schedule for Key Personnel ii) Experience of the Firm iii) Standard Power of Attorney iv) Supplementary Information
5.	Eligible Countries	6.1 & 6.2	Not Applicable
6.	Governing Language	7.1	ENGLISH.
7.	Location of Performing the Services	14.1	Inyonga – Ilunde – Kishelo - Kitunda
8.	Effectiveness Conditions	18.1	Not Applicable
9.	Date of Effectiveness of Contract	19.1	Contract shall be effective after 365 days after sign the contract.
10.	Commencement of Assignment	20.1	30 days after the effectiveness of the contract date.
11.	Duration of Contract	21.1	365 Days.
12.	Notification of Claims, Losses and Damages	36.5 (a)	7 Days
13.	Ceiling on Consultant's Liability	36.5 (b)	The Tanzanian Shilling. 0.00.
14.	Insurance to be Taken Out by the Consultant.	37.1(a)	i) Third Party Motor Vehicle Insurance- 118,000.00. ii) Third Party Liability Insurance - 118,000.00. iii) Third Party Professional Liability Insurance - N/A. iv) Workers Compensations Insurance - 4,743,440.00. v) Insurance against loss or damage - 2,396,720.00.
15.	Other Consultant's Actions Requiring Clients Approval	39.1 (c)	Payments, changes of contract drawings and specifications
16.	Restriction on Use of Documents	41.2	There are no restrictions on the use of documents.

SNo.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
17.	Performance Security or Performance Securing Declaration	43.1	Performance Securing Declaration will be used.
18.	ES Performance Security or ES Performance Securing Declaration	43.1	Environmental and Social Performance Security shall be Environmental and Social Performance Securing Declaration.
19.	Other assistance to be Provided by the Client	45.1(d)	As indicated on Terms of References.
20.	Ceiling of Payments	50.2	Ceiling of Payments: The Tanzanian Shilling 0.00
21.	Reimbursable Expenses	52.1	The Reimbursable expenses are set forth in Appendix 6 to the Contract.
22.	Currency of Payment.	54.1	The Tanzanian Shilling.
23.	Advance Payment	55.1	Advance Payment percent is 15, which will be paid within 56 days.
24.	Repayment of Advance Payment	55.2	30.
25.	Payment Schedule	56.1	Payment shall be made according to the following schedule: Phase I • Ten percent (10%) of the contract amount for Phase I shall be paid upon submission of the acceptable inception report. • Fifty percent (50%) of the contract amount for Phase I shall be paid upon submission of the acceptable Draft Feasibility Study, Environmental and Social Impact Assessment and Economic Evaluation Reports. • Forty percent (40%) of the contract amount for Phase I shall be paid upon submission of the acceptable Final Feasibility Study, Environmental and Social Impact Assessment and Economic Evaluation Reports. Phase II • Ten percent (10%) of the contract amount for Phase II shall be paid upon acceptable inception report. • Fifty percent (50%) of the contract amount for Phase II shall be paid upon submission of the acceptable Draft Design Reports. The Consultant shall be required to present a Draft Design Report to TANROADS Professionals on a date to be agreed during the course of the Contract's implementation. The presentation shall be carried out at TANROADS Headquarters in Dar es Salaam. • Forty percent (40%) of the contract amount for Phase II shall be paid upon submission of the acceptable Final Design Reports. The Final Design Report shall accommodate all relevant comments from the Client. Note: The Consultants are required to identify separately the costs of Phase I and Phase II in their Financial Proposals. .
26.	Conditions to be met for other payments	56.1	As indicated on Terms of Reference

SNo.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
27.	Interest on Delayed Payments	59.1	0.1 Percent.
28.	Period of Notice of Termination	66.2	14 Days
29.	Place of arbitration	75.2	Katavi- Tanzania

SECTION 10: PROPOSAL AND CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security/Performance Securing Declaration and Advance Payment Security, when required, shall only be completed by the successful Tenderer after contract award.

1. NOTICE OF INTENTION TO AWARD A CONTRACT

[Letter head paper of the PE]

Ref No: *[insert Ref. No.]*..... Date:

To: *[name and address of the Consultant]*

RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER *[insert number of contracts]*
FOR *[insert description]*

Reference is made to the above subject matter.

The submitted proposals were evaluated according to the criteria stated in the Request for Proposal documents. In accordance with the requirements of Public Procurement Act, Cap 410. We announce our intention to award a contract to M/s:*(Insert the name of the firm)* for a contract price of *(insert the contract award price and currency)* and for a completion period of *(insert the duration)*.

Your proposal was not considered for award of the contract due to the following reasons^[1]

1)

2)

3)

Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your proposal for administrative review. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to *(insert the title of Accounting Officer)* through NeST.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

Authorized Signature:

Name and Title of Signatory:.....

Name of PE:.....

[1] Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

LETTER OF ACCEPTANCE

[letter head paper of the Procuring Entity]

[Date]

To: *[name and address of the Consultant]*

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. [insert tender number] FOR [insert tender description]

This is to notify you that your Proposal dated [date] for execution of the [name of the Contract and identification number, as given in **the CC**] for the Accepted Contract Amount [amount in numbers and words][name of currency], as corrected and modified in accordance with the Instruction to Consultants is hereby accepted by us.

You are requested to furnish the Performance Securing Declaration or Performance Security [\[1\]](#) and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** included in Section 10, Contract Forms.

Authorized Signature:.....

Name and Title of Signatory:

Name of PE:

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority (where applicable)

Attachment: Contract

[\[1\]](#) Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under exclusive preference

3. FORM OF AGREEMENT

This AGREEMENT (hereinafter called the "Contract") is made this [day of the month] day of [insert a month], [insert a year] between,[insert name and address of Client] (hereinafter called the "Client") of the one part, and [insert name and address of Consultant] (hereinafter called the "Consultant") of the other part.

[Note: In the text below, text in brackets is optional; all notes should be deleted in final text. If the Consultant consists of more than one Entity, the above should be partially amended to read as follows:]

"[insert the name of Client] (hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [insert of name of entity] and [insert name of entity]and [etc.] (hereinafter called the "Consultant") each of which shall be jointly and severally liable to the Client for all the Consultants' obligations under this Contract.

WHEREAS:

- (a)the Client has requested the Consultant to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b)the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];
- (c)the Client has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Client shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE, the parties hereto hereby agree as follows:

- 1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
 - (a) Form of Agreement;
 - (b) Letter of Acceptance;
 - (c) Financial Proposal Submission Form;
 - (d) Technical Proposal Submission Form;
 - (e) Agreed Terms of Reference;
 - (f) Minutes of Negotiation, if any;
 - (g) Contract Addendum, if any;
 - (h) Special Conditions of Contract (SCC);
 - (i) General Conditions of Contract (GCC); and
 - (j) Other relevant document forming part of contract, if any.
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular the:
 - (a) Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) 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.

SIGNED,SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

THE SUPPLIER

Name:

Name:

(Authorized Representative)

(Authorized Representative)

Designation:

Designation:

Signature:

Signature:

WITNESS

Name:

Designation:

Signature:

WITNESS

Name:

Designation:

Signature:

4. BANK GUARANTEE FOR ADVANCE PAYMENTS

[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Tanzania in accordance with CC 55.1]

[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]* (hereinafter called "the Consultant") has entered into Contract No. *[reference number of the contract]* dated _____ with you, for the provision of *[name of contract and brief description of consulting services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[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]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the assignment.

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 its 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 interim payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, 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.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

5. PERFORMANCE SECURING DECLARATION^[1]

Date: *[insert date (as day, month and year)]*
Contract No.: *[insert Contract number]*

To: *[insert complete name of Client]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Consultant of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the Services by the Client.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert complete name of person signing the Performance Securing Declaration]*

Duly authorized to sign the Contract for and on behalf of: *[insert complete name of Consultant]*

Dated on day of __, *[insert date of signing]*

Corporate Seal (where appropriate)

^[1] Used as an alternative performance security for Contracts falling under exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

6. PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

[The **bank/successful Consultant** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Client requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: [insert name and address of Client]

Date: [insert date]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert name of Consultant] (hereinafter called "the Consultant") has entered into Contract No. [insert reference number of the Contract] dated with you, for the execution of [insert name of Contract and brief description of services] (hereinafter called "the Consulting Services").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract or on the [insert number] day of [insert month], [insert year], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

7. PERFORMANCE BOND

By this Bond, *[insert name and address of Consultant]* as Principal (hereinafter called “the Consultant”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Client]* as Oblige (hereinafter called “the Client”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Consultant and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Consultant has entered into a Contract with the Client dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Consultant shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Consultant shall be, and declared by the Client to be, in default under the Contract, the Client having performed the Client’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a proposal(s) from qualified Consultant for submission to the Client for completing the Contract in accordance with its terms and conditions, and upon determination by the Client and the Surety of the highest ranked Consultant, arrange for a Contract between such Consultant and Client and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Client to the Consultant under the Contract, less the amount properly paid by the Client to the Consultant; or
- (3) pay the Client the amount required by the Client to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of completion of the Consultant’s performance obligations and issuance of a certificate to that effect under this Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Client named herein or the heirs, executors, administrators, successors, and assigns of the Client.

In testimony whereof, the Consultant has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*

on behalf of *[name of Consultant]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*

on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

8. ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

ESHS Demand Guarantee

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Client]*

Date: *[Insert date of issue]*

ESHS PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letter head]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (), ¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... ², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 21.1.1. The Client should note that in the event of an extension of this date 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

SECTION 9: APPENDICES

Appendix 1 Terms of Reference

This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix 2 Hours of Work for Key Personnel

List here the hours of work for Key Personnel; entitlement, if any, to leave and vacation, etc.

Key Personnel and Sub-Consultants

List under:

3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff months for each.

3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in C-1.

Appendix 3 Cost Estimates

List hereunder cost estimates:

A. Monthly rates for Personnel (Key Personnel and other Personnel)

B. Reimbursable expenses:

- 1) Per Diem allowances.
- 2) Travel expenses.
- 3) Communications.
- 4) Printing of documents specified in Appendices A and B.
- 5) Acquisition of specified equipment and materials to be paid for by the Client (including transportation).
- 6) Cost of programming and use of, and communication between, the computers.
- 7) Laboratory tests, model tests, and other technical services.
- 8) Subcontracts.
- 9) Other transportation costs
- 10) Office rent, clerical assistance
- 11) Other items not covered in the foregoing.

Appendix 4 Form of Advance Payment

BANK GUARANTEE FOR ADVANCE PAYMENTS

[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Tanzanian accordance with GCC 55.1]

[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]* (hereinafter called "the Consultant") has entered into Contract No. *[reference number of the contract]* dated _____ with you, for the provision of *[name of contract and brief description of consulting services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[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]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the assignment.

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 its 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 interim payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, 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.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

Appendix 5 Code of Conduct for Experts

[Note to PE: include this requirement for supervision of infrastructure contracts (such as Plant or Works) and for other consulting services where the social risks are substantial or high.]

CODE OF CONDUCT FOR EXPERTS (ES) Form

We are the Consultant, *[enter name of Consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. These Services will be carried out at *[enter the Site and other locations where the Services will be carried out, as appropriate]*. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts in places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. Maintain a safe working environment including, as applicable, by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or Client's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. Not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.
- 13.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Counter signature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity in put to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Client’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Appendix 7: Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix 7. Duties of the Client

List under:

5A Services, facilities and property to be made available to the Consultant by the Client.

5B Professional and support counterpart personnel to be made available to the Consultant by the Client.

Appendix 8 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

[The following table shall be filled in for the consultant, each member of a Joint Venture, and each sub-consultant proposed by the Consultant]

Consultant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member's or Sub-consultants Name:[insert full name]

RFP No. and Title: [insert RFP number and title]

Page [insert page number] of [insert total number] pages

SEA and/or SH Declaration

We:

(a) have not been subject to disqualification by any PE for non-compliance with SEA/ SH obligations

(b) are subject to disqualification by any PE for non-compliance with SEA/ SH obligations

(c) had been subject to disqualification by aPE for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]