



**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF AGRICULTURE  
NATIONAL IRRIGATION COMMISSION**



**REQUEST FOR PROPOSAL**

**PROPOSAL NO.: 00005/2024/2025/C/09**

**FOR**

**Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7)  
Irrigation Schemes in Shinyanga Region**

**31/10/2024**

## 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  
MINISTRY OF AGRICULTURE  
NATIONAL IRRIGATION COMMISSION**



**Proposal No. 00005/2024/2025/C/09**

**FOR**

**Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7) Irrigation Schemes in Shinyanga Region**

**31/10/2024**

1. The Government of the United Republic of Tanzania has set aside funds for the operation of the NATIONAL IRRIGATION COMMISSION during the financial year 2024/2025. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7) Irrigation Schemes in Shinyanga Region.
2. The NATIONAL IRRIGATION COMMISSION now invites eligible consultants to submit proposals for the following consulting services: Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7) Irrigation Schemes in Shinyanga Region. Details of the services are provided in the Terms of Reference.
3. The NATIONAL IRRIGATION COMMISSION now invites proposals from GOVERNMENT\_ENTERPRISE, Civil Society Organization, Company Local, Company Foreign, Special Group, Partnership Local and Partnership Foreign to indicate their interest in providing the services which include Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7) Irrigation Schemes in Shinyanga Region for a duration of 180 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 11:00 AM on 22/11/2024. 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.

**Managing Director**

P o box 146

## **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 ( <b>PDS</b> ), issues this Request for Proposal (RFP) for the provision of Consulting Services as specified in the <b>PDS</b> and described in detail in Section 7 [Terms of Reference] in accordance with the method of selection specified in the <b>PDS</b> .   |
|  | 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 <b>PDS</b> . 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"> <li>(a) the term “<b>in writing</b>” means communicated in written form with proof of receipt;</li> <li>(b) if the context so requires, singular means plural and vice versa;</li> <li>(c) “<b>Act</b>” means the Public Procurement Act, Cap 410.</li> <li>(d) “<b>Affiliate(s)</b>” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li> <li>(e) “<b>Applicable Law</b>” means the laws of Tanzania.</li> <li>(f) “<b>Authority</b>” means Public Procurement Regulatory Authority.</li> <li>(g) “<b>Client</b>” means the Procuring Entity (PE) that signs the Contract for the services with the selected Consultant.</li> <li>(h) “<b>Consultant</b>” 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.</li> <li>(i) “<b>Contract</b>” 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 (<b>GCC</b>), the Special Conditions of Contract (<b>SCC</b>), and the Appendices.</li> <li>(j) “<b>Day</b>” means a calendar day.</li> <li>(k) “<b>ES</b>” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).</li> <li>(l) “<b>Experts</b>” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li> <li>(m) “<b>Joint Venture (JV)</b>” 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</li> </ul> |



|  |  |   |
|--|--|---|
|  |  | <p>business for and on behalf of any and all the members of the <b>JV</b>, and where the members of the <b>JV</b> are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(n) <b>“Key Expert(s)”</b> 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) <b>“ITC”</b> (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) <b>“JVCA”</b> means a joint venture, consortium, or association</p> <p>(q) <b>“LOI”</b> (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(r) <b>“Non-Key Expert(s)”</b> 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) <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(t) <b>“Proposal Data Sheet (PDS)”</b> 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) <b>“RFP”</b> means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(v) <b>“Services”</b> means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(w) <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:</p> <p style="padding-left: 40px;"><b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p style="padding-left: 40px;"><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> <p>(x) <b>“Sexual Harassment” “(SH)”</b> 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) <b>“SRFP”</b> 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) <b>“Sub-consultant”</b> 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) <b>“TORs”</b> (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> |
|--|--|---|

|   |     |  |
|---|-----|--|
| 2. Source of Funds                                      | 2.1 | The PE has allocated public funds as indicated in the <b>PDS</b> 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 <b>PDS</b> , 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"> <li>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and</li> <li>(b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings under public fund;</li> </ul> <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"> <li>(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;</li> <li>(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;</li> <li>(c) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act;</li> <li>(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</li> <li>(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.</li> </ul> |

|                         |     |  |
|-------------------------|-----|--|
|                         | 3.5 | The Consultant shall be aware of the provisions on fraud and corruption stated in <b>GCC3</b> [Corrupt, Fraudulent or Coercive Practices] and <b>GCC66.3</b> [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 <b>JVCA</b> , all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The <b>JVCA</b> 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 <b>JVCA</b> during the selection process and, in the event the <b>JVCA</b> 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 <b>JVCA</b> 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 <b>PDS</b> so that they are used during evaluation.  |
|                         | 4.6 | Consultants may be ineligible if – <ul style="list-style-type: none"> <li>(a) such person or firm is declared bankrupt or, in the case of company or Consultant insolvent;</li> <li>(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;</li> <li>(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;</li> <li>(d) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct;</li> <li>(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;</li> </ul> |

|                         |     |  |
|-------------------------|-----|--|
|                         |     | <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 <b>PDS</b> 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 <b>PDS</b> .   |
| 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 <b>PDS</b> , 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 <b>PDS</b> . Unless specified in the <b>PDS</b> , 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><b>PART 1 SELECTION PROCEDURE AND PROCURING ENTITY’S REQUIREMENTS</b></p> <p>Section 2: Instructions to Consultants (ITC)<br/> Section 3: Proposal Data Sheet (PDS)<br/> Section 4: Technical Proposal – Standard Forms<br/> Section 5: Financial Proposal – Standard Forms<br/> Section 6: Eligible Countries<br/> Section 7: Terms of Reference (TOR)</p> <p><b>PART 2: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b></p> <p>Section 8: General Conditions of Contract (GCC)<br/> Section 9: Special Conditions of Contract (SCC)<br/> Section 10: Contract Forms<br/> 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 <b>PDS</b> , invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the <b>PDS</b> . 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         | <b>11.1</b> | 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 <b>PDS</b> .  |
| 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 <b>PDS</b> . 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 <b>PDS</b> , 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:<br>(a) Technical Proposal;<br>(b) Financial Proposal;<br>(c) Documentary evidence establishing the Consultant's eligibility; and<br>(d) Post-qualification Information; and<br>(e) Any other document required as stated in the <b>PDS</b> .   |
| 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 <b>PDS</b> ; 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 <b>PDS</b> , 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 <b>PDS</b> , 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"> <li>(a) Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(e) Work Schedule and Planning for Deliverables</li> <li>(f) Team Composition - list of proposed Professional staff team by area</li> </ul> |

|   |      |  |
|---|------|--|
|   |      | <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 <b>PDS</b>; specifies training as a major component of the assignment.</p> <p>(m) Any additional information that might be requested in the <b>PDS</b>;</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 <b>PDS</b>;</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 <b>the PDS</b> 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 <b>PDS</b>;</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 <b>PDS</b> .  |
| 25. Proposal Validity and Proposal Securing Declaration | 25.1  | Proposals shall remain valid for the period specified in the <b>PDS</b> 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 <b>PDS</b> the Consultant shall furnish as part of its Proposal, a proposal security/securing declaration in the form(s) specified in the <b>PDS</b> 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 <b>JVCA</b> must be in the name of the <b>JVCA</b> 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"> <li>(a) if the Consultant withdraws its Proposal, except as provided in sub-Clauses 25.3 or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> </ul> </li> </ul> |

|                                 |      |  |
|---------------------------------|------|--|
|                                 |      | (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

|  |      |   |
|--|------|---|
| <b>31. Technical Proposal Opening</b>                          | 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.<br>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].   |
| <b>32. Confidentiality</b>                                     | 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.   |
| <b>33. Proposal Clarification</b>                              | 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.   |
| <b>34. Contacting the Procuring Entity</b>                     | 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.  |
| <b>35. Examination of Conflict of Interest Situation [COI]</b> | 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.  |
| <b>36. Proposal Technical Evaluation</b>                       | 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 <b>Qualification and Evaluation Criteria</b> .  |
|  | 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.  |
| <b>37. Financial Proposal Opening</b>        | 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.   |
| <b>38. Proposal: Financial Evaluation</b>    | 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:<br><br>$Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.   |
| <b>39. Correction of Arithmetical Errors</b> | 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.  |
| <b>40. Conversion to Single Currency</b>     | 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.   |
| <b>41. Proposal Combined Evaluation</b>      | 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 <b>PDS</b> : $S = S_t \times T\% + S_f \times P\%$ . 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].  |
| <b>42. Post-qualification of Consultants</b> | <b>42.1</b> | 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.  |
|  | <b>42.2</b> | <p><b>The criteria for post-qualification or due diligence shall include-</b></p> <ul style="list-style-type: none"> <li>(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”;</li> <li>(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;</li> <li>(c) financial requirements: to verify, validate and ascertain the audited financial statements of the Consultant and the financial proposal;</li> <li>(d) knowledge of local working conditions;</li> <li>(e) current commitments;</li> <li>(f) litigation record; or</li> <li>(g) any other relevant criteria as specified in the <b>PDS</b>.</li> </ul>   |
|  | <b>42.3</b> | <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"> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(d) The PE shall not incur liability solely by rejecting abnormally low</li> </ul> |



|                                      |      |  |
|--------------------------------------|------|--|
|                                      |      | 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.  |
| <b>43. Proposal:<br/>Negotiation</b> | 43.1 | Negotiations will be held at the address indicated in the <b>PDS</b> . 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><br>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><br>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.<br>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><br>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><br>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

|   |             |   |
|---|-------------|---|
| <b>44. Contract Award</b>   | 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.  |
|   | <b>44.2</b> | 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").  |
|   | <b>44.3</b> | 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].  |
| <b>45. Performance Security or Performance Securing Declaration</b> | <b>45.1</b> | 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  |
|   | <b>45.2</b> | <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"> <li>(a) electronic money transfer, cash, certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(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;</li> <li>(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</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul> <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><b>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.</b></p> |
|   | <b>45.3</b> | 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.  |
| <b>46. Signing of</b>   | <b>46.1</b> | 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

|                                     |             |  |
|-------------------------------------|-------------|--|
| <b>Contract</b>                     | <b>46.2</b> | Performance Securing Declaration, the successful Consultant and the PE shall sign the Contract.  |
|                                     | <b>46.3</b> | 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   |
| <b>47. Advance Payment</b>          | <b>47.1</b> | The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the PDS.   |
|                                     | <b>47.2</b> | The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section 10 [Contract Forms]  |
|                                     | <b>47.3</b> | 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. |
| <b>48. Commencement of Services</b> | <b>48.1</b> | The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.  |

### G: Review of Procurement Decisions

|  |      |   |
|--|------|---|
| <b>49. Right to Review</b>                       | 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.   |
| <b>50. Time Limit on Review</b>                  | 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].   |
| <b>51. Submission of Applications for Review</b> | 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"> <li>(a) details of the procurement requirements to which the complaint relates;</li> <li>(b) details of the provisions of the Act, Regulations, or provision that has been breached or omitted;</li> <li>(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;</li> <li>(d) documentary or other evidence supporting the complaint where available;</li> <li>(e) remedies sought; and</li> <li>(f) any other information relevant to the complaint.</li> </ul> |
|  | 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.   |
| <b>52. Decision by the Accounting Officer</b>    | 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"> <li>a) whether the application is upheld in whole, in part or rejected;</li> <li>b) the reasons for the decision; and</li> <li>c) any corrective measures to be taken.</li> </ul>  |
|  | 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><b>53. Review by the Public Procurement Appeals Authority</b></p> | <p>53.1</p> | <p>Complaints or disputes which-</p> <ul style="list-style-type: none"> <li>a) are not settled within the specified period under ITC 52 [Decision by the Accounting Officer];</li> <li>b) are not amicably settled by the Accounting Officer; or</li> <li>c) arise after the procurement contract has entered into force pursuant to ITC 46 [Signing of Contract],</li> </ul> <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**

| <b>PDS. NO.</b> | <b>REQUIRED INFORMATION/DATA</b>                                  | <b>ITC CLAUSE</b> | <b>INFORMATION/DATA TO BE FILLED BY PE</b>  |
|-----------------|---|-------------------|---|
| 1               | Name of the PE  | 1.1               | NATIONAL IRRIGATION COMMISSION  |
| 2               | Service/Project/ Proposal Identification                          | 1.1               | 00005/2024/2025/C/09  |
| 3               | Description of Services   | 1.1               | Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7) Irrigation Schemes in Shinyanga Region                           |
| 4               | Selection Procedure   | 1.1               | Quality and Cost Based Selection  |
| 5               | Phasing of the Assignment   | 1.3               | Not Applicable.   |
| 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: SHINYANGA REGION FOR MORE INFORMATION CONTACT ENG. KOMBE 0754 306 388.<br>Date of site visit:13/11/2024.<br>Time of site visit: 10:00.                   |
| 10              | Details of a Pre-Proposal Meeting                                 | 10.1              | Will not be held.   |
| 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 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:<br>As indicated in the TOR 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 <b>Terms of Reference and Qualification and Evaluation Criteria.</b> |
| 17              | Training  | 18.1(l)           | Preparation of Design   |
| 18              | Additional information on the Technical Proposal                  | 18.1(m)           | Additional information on methodology, staffing and monitoring of training includes;<br>Not Applicable  |
| 19              | Reimbursable Expenses   | 19.1(d)           | The reimbursable expenses shall be the following;<br><br>1. Cost Of Printing  |

| <b>PDS. NO.</b> | <b>REQUIRED INFORMATION/DATA</b>                           | <b>ITC CLAUSE</b> | <b>INFORMATION/DATA TO BE FILLED BY PE</b>  |
|-----------------|--|-------------------|---|
|                 |  |                   | 2. Cost Of Necessary Travel   |
| 20              | Payment of Local Taxes                                     | 20.1              | VAT<br>Official Source of Information on Tax Obligations in Tanzania is obtained from <a href="http://www.tra.go.tz">www.tra.go.tz</a> .  |
| 21              | Local Taxes Exemption                                      | 20.1              | Not Applicable  |
| 22              | PEs Inputs   | 21.1 (a)          | The PE will provide the following inputs and facilities; The PE will provide the following inputs and facilities; In order to ensure a seamless and efficient project execution, the National Irrigation Commission (NIRC) will carry out the following duties through the Contract Implementation: a. Give the relevant information and any data that is in the client's possession; b. Obtain authorization to enter each location as needed to carry out the assignment correctly; c. In order to introduce the Consultant to other institutions, the Client must arrange communication with them. The Consultant will bear all responsibility for gathering data and information from the agencies and will cover all associated expenses; d. Coordinate with other Tanzanian government agencies, the Notification for Water Sector Development Program in Tanzania, and any other sources of information and documentation that the client deems necessary for the completion of the project, and help the consultant obtain them; e. Set up sessions for consultation and make sure the appropriate regional authorities are connected; f. Keep the consultant updated on the status of all other studies (pre-feasibility, further studies, and technical support) so he can plan and communicate as needed; and g. Will assign counterpart technical staff to the project in order to facilitate technology transfer and capacity building on the job. |
| 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.<br><br>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:<br>Date: 22/11/2024.<br>Time: 11:00 AM Local Hours.<br>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              | Not Applicable  |
| 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.<br>Currency for Tender Conversion: The Tanzanian Shilling.  |

| PDS. NO. | REQUIRED INFORMATION/DATA  | ITC CLAUSE | INFORMATION/DATA TO BE FILLED BY PE  |
|----------|--|------------|--|
| 30       | Weights to Technical and Financial Proposals                     | 41.1       | Weight given to Technical and Financial proposals are;<br>Technical: 80<br>Financial: 20   |
| 31       | Post-qualification Criteria for consultants                      | 42.2       | Not Applicable   |
| 32       | Address for Contract Negotiations                                | 43.1       | Contract Negotiations address;<br>P.o.box 146 Dodoma   |
| 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       | Not Applicable   |
| 36       | Date of Commencement of the Assignment                           | 48.1       | Date of Commencement of the contract: 01/12/2024<br>Location of the site assignment: Shinyanga Region  |
| 37       | PPAA Address.  | 53.2       | <b>The address for Appeals to PPAA:</b><br>The Executive Secretary,<br>Public Procurement Appeals Authority,<br>Ministry of Finance and Planning,<br>Mkandarasi Place,<br>4th Floor<br>Jakaya Kikwete rd<br>P.O.BOX 1385,<br>Dodoma<br>Tanzania<br>Phone<br>Telephone:+255262962411,<br>Mobile:+255743505505<br>Fax + 255 022 2120460<br>Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a><br>Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a> |



## **SECTION 4. QUALIFICATION AND EVALUATION CRITERIA**

## QUALIFICATION AND EVALUATION CRITERIA

### Commercial Evaluation

#### 1. Eligibility

##### Litigation History (SCORE: N/A)

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 | 2020-01-01 |
| Litigation History End Year   | 2023-12-31 |

##### Completion Period (SCORE: N/A)

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

|                        |     |
|------------------------|-----|
| Completion Time (Days) | 180 |
|------------------------|-----|

#### 2. Standard Tender Forms

##### Tender Validity Period (SCORE: N/A)

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

|                               |     |
|-------------------------------|-----|
| Tender Validity Period (Days) | 120 |
|-------------------------------|-----|

##### Notarized Special Power of Attorney (SCORE: N/A)

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 (SCORE: N/A)

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

|  |            |
|--|------------|
| Financial Statement Start Date   | 2021-01-01 |
| Financial Statement End Date   | 2023-12-31 |
| Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]     | N/A        |
| Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]        | N/A        |
| Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]   | N/A        |
| Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]   | N/A        |
| Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]  | N/A        |
| Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100] | N/A        |

##### Average Annual Turnover (SCORE: N/A)

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 | 500000000  |
| Turnover Start Date  | 2020-01-01 |
| Turnover End Date  | 2023-12-31 |

**Access to Financial Resources (Sources of Fund) (SCORE: N/A)**

Bidders are required to demonstrate details of their sources of finance that show their ability to access adequate finances to meet the cash flow requirements of current and future contracts. (In the case of a Joint Venture, compliance requirements are all Parties Combined – Must Meet requirements).

|   |           |
|---|-----------|
| Average fund amount from all sources (any freely convertible currency proposed by bidder) | 200000000 |
|---|-----------|

## Technical Evaluation

### 1. Experience

**Overall Firm's General Experience (SCORE: 5)**

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

**Reputation (10 %)**

|            |  |
|------------|--|
| Reputation | Tenderer is required to demonstrate any recognized reputation toward the performance by providing two reference letters reputable procuring entity |
|------------|--|

**Firm's General Experience (30 %)**

|   |            |
|---|------------|
| Start Year for Firm's General Experience in assignments | 2020-01-01 |
| End Year for Firm's General Experience in assignments   | 2023-12-31 |
| Minimum number of general assignments                   | 2          |
| Minimum amount for general assignments (TZS)            | 500000000  |

**Experience in Previous Similar Assignments (60 %)**

|   |   |
|---|---|
| Title of Specialization area or Similar Projects and Conditions | The consult must specify specialization area or similar project to the assignment |
| Minimum number of similar projects                              | 2   |
| Minimum amount for similar projects (TZS)                       | 500000000   |
| Start Year for Experience in Similar Projects and Conditions    | 2020-01-01  |
| End Year for Experience in Similar Projects and Conditions      | 2023-12-31  |

**Knowledge of the Country (SCORE: 10)**

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

|                         |  |
|-------------------------|--|
| Local Language          | The consultant must have understanding of the local language                                 |
| Culture                 | The consultant to describe culture influence in carrying out assignment                      |
| Administrative Systems  | The consultant must have knowledge of administrative system in carrying out the assignment   |
| Government Organization | The consultant must have knowledge of Government organization in carrying out the assignment |

**2. Understanding Terms of Reference****Understanding of the Terms of Reference, Methodology and Proposal Quality of the Assignment (SCORE: 30)**

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 (20 %)**

|  |  |
|--|--|
| Comments and suggestions on the Terms of Reference | The consultant must give comments and suggestions on the Term of Reference |
|--|--|

**Approach, methodology and overall quality of the proposal (60 %)**

|  |   |
|--|---|
| Description of Approach, Methodology and work Plan for Performing the Assignment | The consultant must give Description of Approach, Methodology and work plan for performing the Assignment |
|--|---|

**Compliance with environmental and social aspects(reliability, sustainability,social and environmental aspects) (20 %)**

|  |  |
|--|--|
| Compliance to Environmental and Social | The consultant must comply with Environment and Social |
|--|--|

**3. Key Personnel****Qualifications of Key Personnel (SCORE: 30)**

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 (30 %)**

| 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: Civil/                  | MSc degree                       | Civil/ Irrigation     | 40 years                 | ten (10) years of            | The Team Leader                    |

|   |  |  |                    |   |  |
|---|--|--|--------------------|---|--|
| Irrigation or Water Resources Engineer Specialist |  | or Water Resources Engineer  | and above          | relevant experience on projects involving the design of dams or reservoirs and have demonstrated experience leading multidisciplinary teams and/or serving as team leader for projects that receive external funding, preferably in developing nations. | (TL) must be a licensed professional engineer with demonstrated expertise in managing water resources, which includes dams and reservoirs  |
| Deputy Team Leader: Civil/Irrigation Engineer     | hold a bachelor's degree in civil/irrigation engineering   | civil/irrigation engineering   | 40 years and above | worked on comparable dam/reservoir and irrigation project design and implementation in developing nations, especially in Africa, for at least 10 years.   | The Deputy Team Leader must be a registered professional engineer with demonstrated expertise in the design and evaluation of a variety of civil works and infrastructures, such as irrigation projects, road construction, underground construction, dam/reservoir appurtenant structures, hydraulic canals connected to large dam/reservoir projects |
| Civil/Irrigation Engineer                         | A minimum master's degree in civil/Irrigation Engineering  | Civil/ Irrigation Engineering  | 35 years and above | at least 10 years of relevant experience in Dam/ reservoir design, irrigation planning, design and implementation particularly in Africa.   | He/ she shall be a registered professional Engineer  |
| Geotechnical Engineer                             | a Master degree in Geotechnical subjects and proven experience in geotechnical investigations and analysis including safety aspects in the | Geotechnical subjects and proven experience in geotechnical investigations and analysis including safety aspects in the context of | 35 years and above | ten years (10) years relevant experience including surface exploration of physical conditions of sites, geophysical methods, and sub-surface investigations.  | The Geotechnical Engineer shall be a registered professional Engineer  |

|                            |   |  |                    |   |   |
|----------------------------|---|--|--------------------|---|---|
|                            | context of planning and design of Dam sand command areas  | planning and design of Dam sand command areas  |                    |   |   |
| Hydrologist                | degree in Hydrology, Civil/ irrigation /Water resources Engineering.                                | Civil/ irrigation /Water resources Engineer  | 35 years and above | The Hydrologist shall be a professional with proven experience in hydrological data analysis and modelling in connection with river basin management and dam/reservoir designs in developing countries  | The Hydrologist shall be a professional with proven experience in hydrological data analysis and modelling in connection with river basin management and dam/reservoir designs in developing countries  |
| Land Surveyor              | He/she must hold a minimum of a Bachelor of Science degree or an Advanced Diploma in land surveying | digital thematic mapping, topographical land surveys, and GIS-based large-scale projects | 35 years and above | as well as a minimum of ten years of total experience and five years of relevant GIS experience from tasks similar to this one. In order to design irrigation projects  | as well as a minimum of ten years of total experience and five years of relevant GIS experience from tasks similar to this one. In order to design irrigation projects  |
| Economist/Financial Expert | minimum Master degree qualification in economy  | economy  | 35 years and above | five years (5) years relevant experience. He/she shall have proven experience in the economic analysis related to construction of large multi-purpose schemes, cost benefit analysis, and multi-purpose benefit modelling of water projects including economic benefits attributed to irrigation development, tourism, water supply for domestic and economic uses. | five years (5) years relevant experience. He/she shall have proven experience in the economic analysis related to construction of large multi-purpose schemes, cost benefit analysis, and multi-purpose benefit modelling of water projects including economic benefits attributed to irrigation development, tourism, water supply for domestic and economic uses. |
| Safeguard or Environmental | a minimum of Master's degree  | Environment, Environmental   | 35 years and above | He/she must have at least cumulative  | must be registered as EIA Expert  |

|            |  |   |  |  |           |
|------------|--|---|--|--|-----------|
| Specialist | in either Environment, Environmental Engineering, Natural Resources Management or related field. | Engineering, Natural Resources Management or related field. |  | experience of ten (10) years of practical working experience in undertaking ESIA studies or other related projects. In addition, | with NEMC |
|------------|--|---|--|--|-----------|

#### Adequacy for the Project (60 %)

|   |  |
|---|--|
| Required Similar Assignments            | The consultant must specify similar assignment |
| Minimum Number of Similar Assignments   | 2  |
| Publication on Relevant Subject Matter  | Not applicable                                 |
| Minimum Number of Relevant Publications | N/A  |
| Required Career Attainment              | Not applicable                                 |
| Relevant Training Required              | Not applicable                                 |

#### Experience in Region and Language (10 %)

|  |   |
|--|---|
| Language Capabilities of the Key Experts | The consultant must specify language capabilities of key expert |
| Nationality of Key Experts               | The consultant must specify National of Key Expert              |

## 4. Preference Schemes

### Local Firm Participation (SCORE: 15)

Foreign firms are required to demonstrate mandatory inclusion of local experts. Participation by nationals among proposed key staff should be calculated as a ratio of the national Key Experts' time - input (in person - months) to the total number of Key Experts' time - input (in person - months) in the Consultant's Technical Proposal.

### Participation by National Experts (SCORE: 10)

Foreign firms are required to demonstrate mandatory inclusion of local experts. Participation by nationals among proposed key staff should be calculated as a ratio of the national Key Experts' time - input (in person - months) to the total number of Key Experts' time - input (in person - months) in the Consultant's Technical Proposal.

|  |    |
|--|----|
| PE to allocate percentage of Participation by National Experts by 50% or above   | 10 |
| PE to allocate percentage of Participation by National Experts between 25% - 49% | 7  |
| PE to allocate percentage of Participation by National Experts between 1% - 24%  | 5  |
| PE to allocate percentage of Participation by National Experts by 0%             | 0  |

## Financial Evaluation

### 1. Financial Proposal

**Financial Proposal (SCORE: N/A)**

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

| <b>SN.</b> | <b>STANDARD FORMS</b>                         | <b>REMARKS</b>   |
|------------|---|--|
| 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"><li>(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</li><li>(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.</li></ul> |
|----|------|--|

## SECTION 8: TERMS OF REFERENCE

LOT NO. 00005/2024/2025/C/09

### Provision of Consultancy services for Feasibility Study and Detailed Engineering Design of seven (7) Irrigation Schemes in Shinyanga Region

**GFS Code: 22031104 - consultancy fees**

#### Scope of the Assignment

#### 4. Scope of the Assignment

The Consultant is expected to perform all the services required to achieve the objectives of the assignment in a fully professional manner and is required to adopt state of the art and the most economical and effective engineering concepts for the design works. In carrying out the work, the Consultant shall at all times co-operate with the client and keep them fully informed regarding the progress of all stages of the works. The Consultant shall carry out all the tasks necessary to achieve the defined objectives which shall include:

- a) Carryout a topographical survey of the Irrigation schemes potential area;
- b) Conduct Water Resource and Hydrological study;
- c) Conduct a soil survey;
- d) Conduct Agronomic study;
- e) Environmental and Social Impact Assessment Study (ESIA)
- f) Conduct Detail Engineering Design of Irrigation Infrastructures, farm structures, farm Roads and Drainage systems as well as flood protection Dyke if any;
- g) Carryout Geotechnical Investigations
- h) Carryout financial and economic analysis

#### **a) Topographical Survey:**

The consultant will be required to:

- i. Carry out topographical surveys to facilitate the location of permanent control points, structures, and computation of quantities of earthworks.
- ii. 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.
- iii. Monumentation of all primary control points shall be made using 16mm steel pins embedded in 1.0m deep cast in-situ concrete. 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.
- iv. 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.
- v. The topographic data shall be available and presented on maps with a scale of 1:4000.
- vi. In addition, electronic copies of the topographic data saved in MS Excel and topographic drawings in DXF or DWG format shall be submitted in CD ROMs to the Client and become his property.
- vii. The Consultant shall carry out topographic map of the whole area as per actual scheme size.
- viii. Topographical Maps of potential access roads, site camp, and permanent housing area and construction facilities shall be prepared with a scale of 1:2000 and contour interval of 1.0 meters.
- ix. The Consultant shall map the entire Project Area including upstream and downstream, potential communities,



infrastructures and land use to be impacted by the project.

- x. The Consultant shall prepare aerial digital photography in full colour of the project area that will be used to produce georeferenced orthophoto mosaic maps of 1:5000 scales.
- xi. The following specifications are expected in this kind of activity:
  - a) Ground resolution: Pixel size (0.15-2m)
  - b) Digital terrain model with a 15 cm pixel with 15 cm spot height.
  - c) Spectral resolution: Visible channels red, green, or blue
  - d) For accurate determination of dwellings, affected properties /infrastructure, a resolution of 2 meters is preferred.
  - e) Geometrical accuracy: 2-5 m with control points.
  - f) Coordinate system: UTM (WGS 84)
  - g) Format: Geo coded TIFF
- xii. Determine location of associated infrastructures including spillway and communities' settlement areas
- xiii. The Consultant shall survey with a grid system of 50 meters interval for Topographic map of the irrigable area (layout) and prepare maps at a scale of not more than 1:1000 at a contour interval of not more than 1 meter for steep (25%) area and not more than 0.5m for plain and undulating areas shall be established, the topographic map should also show every major feature in the irrigable area - including traditional canals, water fetching points/springs, settlements, footpath and cattle crossings, gullies,trees, benchmarks, hills, graves; And
- xiv. The consultant will be required to identify the designed, developed and potential irrigable areas for the schemes

#### **b) Hydrology and Water Resources**

The consultant will be required to:

- i. Assess the data quality available water runoff and rainfall data;
- ii. Carry flow measurement in the river at the proposed Weir site;
- iii. Quantify monthly runoff at different site location;
- iv. Adopt appropriate hydrological techniques to derive the required design flow including extreme river flow and hydrological statistic from the nearest available gauging station, where sufficient hydro-meteorological data are not available;
- v. Assess the spatial and season fluctuations of climatic variables on the hydrological characteristics of the project;
- vi. Undertake hydrological analysis to estimate reservoir yield, design floods to facilitate design and sizing of various hydraulic structures such as reservoir, spillway and outlet structures;
- vii. Determine the current and potential future water uses,including environmental flow and demand for the identified current water uses at the project area;
- viii. Propose an optimized water allocation scheme between various water users;
- ix. Determine sediment load including the projections of future changes in upstream sediments release based upstream development plan;
- x. Independently assess surface water availability at each irrigation intake point and determine the maximum and minimum discharges at the water intake structure considering issues of climate change and seasonal variability in the hydrological pattern for the region.;
- xi. Analyze water quality for irrigation from the identified water sources including a biological, physical, and chemical analysis of the water quality to determine suitability for use as irrigation water;

- xii. In the case for river flow diversion, assess the peak design flow with respect to the type of the water intake structure, temporary or permanent;
- xiii. Assess current water utilization levels on upstream and downstream and determine/ recommend actual irrigation areas to be developed and/or extended based on available water resources and information on existing and future demands;
- xiv. Collect and analyze climate data to be used in the design of the irrigation schemes, where relevant, from the nearest reliable meteorological stations, to establish a historical series of most critical climate data, or where not available/relevant using monthly reference evapo-transpiration available for the agro-climatic zone and monthly precipitation with probability of exceedance of 80%;
- xv. Use standard statistical procedures for calculation of probable weather parameters used in the design of irrigation schemes including future climate scenarios, such as effective precipitation in the area;

### **c) Soil Survey Investigation**

The consultant will be required to:

- i. Undertake detailed soil survey in the demarcated irrigable command area, using appropriate sampling and observations in conformity with guidelines of soil survey from FAO;
- ii. Prepare soil survey map to a scale up to 1:10, 000 based on these surveys;
- iii. Collect and analyze soil samples required for determination of standard physical and chemical properties of the soils required for evaluation of irrigation water requirement and soil suitability for proposed crops;
- iv. Develop a suitable land classification system for assessment of land irrigability and drain ability within the proposed irrigation development area;
- v. Critically evaluate and analyze the finding of the topography, soil survey and land characteristics of the project area;
- vi. Identify and delineate the irrigable area in terms of suitability for irrigated agriculture development;
- vii. Based on the soil characteristic and climatic conditions list crop and cropping patterns which could be developed in the future irrigation scheme;

### **d) Agronomic Study**

The consultant will be required to determine:

- i. For optimal utilization of the available water supply, estimate scheme irrigation water requirements.
- ii. Together with farmers, identify and promote the production of high-yielding, labor-absorbing, and high-value crop varieties including rice, fruits, vegetables, green maize and spices as the weather and soil conditions may allow.
- iii. The socio-economic implications of the identified crops, including the extent to which their cultivation might be expected to absorb rural labor, rather than expelling it.
- iv. Crop production calendars for the selected cropping crops and cropping patterns.
- v. Develop site specific guidelines for irrigation scheduling of all the selected crops to be grown in the designed irrigation scheme.
- vi. Estimate of water conveyance and field irrigation water losses and determine the required peak design flow for the main, secondary and tertiary canals.

### **e) Environmental and Social Impact Assessment**

The consultant will be required:

- i. To carry out full environmental and social Impact Assessment of the project as per the Environmental Management

Act, 2004 and its regulation and guidelines but not limited to international guidelines as well.

- ii. To assemble, evaluate and present baseline data on the relevant environmental, socioeconomic, and physical cultural heritage characteristics within the project site.
- iii. To identify and describe the Triggered national and international legislations governing environmental quality, health and safety, irrigation, gender issues, protected areas, protections of endangered species, land use control, land acquisition and involuntary resettlement, water resources management, etc.,
- iv. To identify and carry out stakeholder consultations; which will identify affected and interested people with the project, raised views and concerns.
- v. Shall propose any interventions that are to be considered in the design and implementation of the project, systematically compare feasible alternatives to the proposed project site, technology, design, and operation.
- vi. To identify the potential positive and negative social, economic and environmental impacts of the project. The Contractor must describe impacts quantitatively, in terms of environmental costs and benefits, and assign economic values.
- vii. To recommend cost-effective measures for minimizing or eliminating adverse impacts of the proposed construction, operation and maintenance of the project.
- viii. To develop a comprehensive and implementable Environmental and Social Management Plan (ESMP) (according to the most suitable solution, in a way that becomes easy to integrate in the contracts for the construction phase).
- ix. To prepare Grievance Redress Mechanism that will identify resolution procedures and grievance management.
- x. To prepare any Resettlement Action Plan of the affected people by the project.

**Note:** The financial proposal must include registration and review costs for obtaining NEMC certificate. Additionally, the consultancy shall coordinate site verification arrangements.

#### **f) Detailed Engineering Design**

The consultant will be required to carry out the following:

- i. Preliminary and detailed engineering design of hydraulic and structural of major irrigation structures and subsurface hydraulic analysis
- ii. Flood protection structures, retaining walls, flood dyke, intake, bottom outlet and gates (as applicable) shall be designed and properly given consideration on both structural and hydraulic safeties;
- iii. The irrigation system design shall ensure reliability, equity and flexibility of water delivery to farms. It will aim at reducing conflicts among water users and will lead to lower operation and maintenance costs;
- iv. Updating if it exists and computation of the actual evapo-transpiration, crop water requirement, irrigation demand/duty using the existing and recently agronomic, climatological and soil data using more appropriate methodologies;
- v. Along with the engineering and soil expertise, investigate drainage parameters, like permeability and/or hydraulic conductivities of the agricultural soils of the project area, required to perform the detailed design of the drainage system of each project. And establish proper drainage modules for the project to realize the design of the drainage system for the command area;
- vi. Detailed planning, layout of the irrigation system: it includes detailed engineering design of the canal, drain, flood control (as applicable), road alignments, location of structures;
- vii. Design of canals, drains and in farm road elements and the appurtenant structures including night storage (where applicable): It involves hydraulic and structural design of structures, fixing

of capacities of canals and drains, calculation of canal and drain cross-sections, water profiles along canals and drains at specified reaches, which are more economical, meet the demand, easily manageable and aligned with topographic features and geological investigation;

- viii. Determination and estimation of water application, conveyance and other losses and irrigation efficiencies and consideration of those parameters in design steps;
- ix. Identify and update the canal-lining requirements using the inputs from soil studies and mitigate in the design process;
- x. Prepare general plans and drawings for all designed irrigation infrastructures (canals, drains, roads and all associated structures);
- xi. Design access roads, which will connect the project to the nearby road network, the road to the diversion sites and to the selected borrow areas;
- xii. Prepare specifications and priced Bill of Quantities and construction schedule accordingly. The work items and construction schedules will be presented to the client and other stakeholders so that it will be discussed and approved. The priced bills of quantities are to be prepared based on prevailing construction market rates.

#### **g) Geology and Geotechnical Investigation**

The consultant will be required to determine:

- i. The general geologic and tectonic setting of the site area by analysis of the lithology, stratigraphy and structural geology and tectonic history and through existing relevant documentation;
- ii. The geologic conditions related to the selection of the project site;
- iii. The characteristic of the foundation soils and rocks;
- iv. Other geologic conditions (such as a fault) that may influence the design, construction and long-term operation;
- v. Seismicity and earthquake intensity in the project area;
- vi. Locate construction material in the vicinity of the project area and conduct material tests;
- vii. Geophysical properties through trial pits at appropriately selected locations for soil identification and assessing soil engineering properties relevant for the project;
- viii. Uncertainties arising from interpretation of geophysical results and their possible impacts on cost and project viability;
- ix. Geological profile for the irrigation weir (if any), reservoir rim area and potential project command area, showing all geological structures in place and indicating the potential permeability and stability;
- x. Geological map of the reservoir and rim, drawn in sufficient detail commensurate to permit identification and assessment of potential leakage path;
- xi. Geo reference with reporting on map possible sources of construction materials, and carry out basic tests to assess their engineering properties;

#### **h) Economic Analysis**

The Consultant shall conduct the economic and financial analysis covering the following aspects:

- i. Conduct cost benefit analysis of the final design on economic and financial terms. Presented indicators will include NPV (Net Present Value), B/C (benefit cost ratio), and EIRR (Economic Internal Rate of Return).
- ii. While cost estimates are tabulated with unit costs and estimated quantities for project components as

well as physical and financial contingencies, benefits should cover direct ones from water supply (irrigation and drinking water), river crossing etc.

- iii. Prepare project cost budget tables on an annual basis. The duration of the analysis should cover the construction phase and operational phase.
- iv. The costs of the environmental management/mitigation measures and resettlement costs should be included as a cost to the project. The cost of additional adaptation measures to Climate Change should be defined. The cost of the construction management shall also be included in the estimates as separate items. Appropriate contingencies will be applied to take account of factors which cannot be adequately defined in the feasibility study phase

**Project Description**

**2.0 Project Description**

Agriculture in Tanzania has remained unpredictable and of low productivity due to the utter dependence on rainfall, which is erratic, unreliable and non-uniformly distributed. This dependence on rain-fed agriculture has subjected crop production to be low due to the vagaries of weather. Consequently, the country has continued to suffer from frequent food shortages. It is widely accepted that, the currently increasing global warming and climate change, is having negative effects on the optimal availability of water resource for crop production worldwide including Tanzania. In this regard, Tanzania needs to improve irrigation infrastructures for efficient water utilization.

Irrigation development in Tanzania is critically important in ensuring that the abundant irrigation potential is covered with developed irrigation infrastructures for the purpose of crop irrigation, pasture as well as for aquaculture. This move will eventually lead to the nation to attain a reliable and sustainable crop production and productivity as a move towards food security and poverty reduction. For sustainable irrigation development, the intervention in irrigation development has verified worldwide that it increases crop production 3-4 times than that of rain-fed agriculture.

The Government of Tanzania (GoT) acknowledges that and committed to developing Irrigation Schemes in Shinyanga Region, this will bring economic opportunities to communities in the area and transformation of local economies. To accomplish the work, the National Irrigation Commission is seeking the eligible consultant for execution of the Feasibility Study and Detailed Engineering Design for Irrigation Infrastructures in Kishapu, Shinyanga and Kahama Districts in Shinyanga Region.

**Objective of the assignment**

| Item              | Description   |
|-------------------|---|
| General objective | <p><b>3.General Objective</b></p> <p>The main objectives of the Consultancy Service are to conduct Feasibility Study and Detailed Engineering Design for 7 Irrigation Schemes in Kishapu, Shinyanga and Kahama Districts in Shinyanga Region.</p> |

|                    |  |
|--------------------|--|
| Specific Objective | <p><b>3.1 Specific Objectives</b></p> <p>The specific objectives of the Consulting works are:</p> <p>i). To carry out feasibility studies for 7 irrigation schemes in Shinyanga Region named; Lunguya (Kishapu), Mwamkanga, Amani (Shinyanga), Nimbo, Bulungwa/Butibu, Ubagwe, Ulowa (Kahama) the study encompasses topographical survey, agronomical studies, hydrological studies, environmental and social studies; economic studies</p> <p>ii). To carry out Detailed Engineering Designs for 7 irrigation schemes in Shinyanga Region named Lunguya (Kishapu), Mwamkanga, Amani (Shinyanga), Nimbo, Bulungwa/Butibu, Ubagwe, Ulowa (Kahama) and come up with Design reports, Engineering Drawings, 3D drawings and Cost Estimates for Construction of the projects.</p> |
|--------------------|--|

## Selection Procedure

### 5.Selection Procedure

The selection Procedure for Consultancy Services will be Quality and Cost Based Selection (QCBS) as per PPRA, CAP 410, Revision 2022.

## Background

### 1.0 Introduction

Shinyanga Region is located in the north western part of Tanzania Mainland. It lies between latitudes 3015” and 4030” south of the Equator and between longitudes 31 030” and 34015” east of the Greenwich Meridian and south of Lake Victoria. The region shares geographical boundaries with five regions, namely Geita to the west, Mwanza to the north, Simiyu and Singida to the east and Tabora to the south. The region is administratively subdivided into three (3) districts namely, Kahama, Kishapu and Shinyanga.

Shinyanga Region has a tropical climate with clearly distinguished rainy and dry seasons. The average rainfall ranges from 600mm to 900mm. The rainy season usually starts between mid-October and December and ends in May. According to Climate-Data 4, the average temperature in Shinyanga is 23.9°C. The warmest month of the year is October with an average temperature of 26.0 °C, while the lowest average temperature in the year (around 22.3 °C) occurs in July.

For the financial year 2023/2024, the Government of the United Republic of Tanzania has set aside fund for conducting feasibility studies and detailed engineering design for 7 irrigation schemes in Shinyanga Region named; Lunguya (Kishapu), Mwamkanga, Amani (Shinyanga), Nimbo, Bulungwa/Butibu, Ubagwe, Ulowa (Kahama) covering irrigable area approximated to 8,000 hectares.

Lack of irrigation infrastructures is the primary cause of the low crop yield and production in most of the areas. Therefore, there is a critical need for irrigation infrastructure development to address crop production issues.

The Government of Tanzania (GoT) is dedicated to creating irrigation projects and related infrastructure, which will give local populations new economic prospects and change the course of the local economy.

In order to complete the work, the National Irrigation Commission is looking for qualified consultants to complete the feasibility study and detail engineering design for 7 irrigation schemes in Shinyanga Region.

#### Deliverables/Reports

| Item  | Description  |
|---|--|
| Acceptable Inception Report                         | <p><b>10.Deliverables/Reports</b></p> <p>The consultant will be responsible to the National Irrigation Commission (NIRC) who will form a Technical Committee to review the reports and advise him/her accordingly. The consultant shall present and submit to the client hard and electronic copies of the reports discussed below in English.</p> <p><b>i. Acceptable Inception Report</b></p> <p>The Consultant will submit five (5) copies of acceptable inception report within twenty(20) days after Commencement. The report shall outline the Consultants’ organization and program of work (detailed work plan), methodology, approach and schedule of manpower involvement, implementation and reporting timelines.</p> |
| Acceptable Feasibility study report                 | <p><b>ii. Acceptable Feasibility study report</b></p> <p>Feasibility report for irrigation schemes (5 copies) to be submitted within sixty (60) days from the date of commencement. The client shall review the report within fourteen (14) days so that the consultant(s) can incorporate the comments and proceed with preparation of Detailed Engineering Design stage.</p>   |
| Acceptable Draft Detailed Engineering Design Report | <p><b>iii. Acceptable Draft Detailed Engineering Design Report</b></p> <p>Draft Engineering Design report together with tender documents for irrigation schemes (5 copies) to be submitted within ninety (90) days from the date of contract signing. The report shall include: structural calculations; cost estimates: drawings; financial and economic analysis; tender documents; implementation schedule; and construction plan.</p>  |
| Acceptable Detailed Engineering Design Report       | <p><b>iv. Acceptable Detailed Engineering Design Report</b></p> <p>Design report together with tender documents for irrigation scheme (5 copies) to be submitted within one hundred twenty (120) days from the date of contract signing. The report shall include: structural calculations; cost estimates: drawings; financial and economic analysis; tender documents; implementation schedule; and construction plan.</p>   |

|  |   |
|--|---|
|  | <p><b>Record of Documents</b></p> <p>After delivery of all final documentation, the originals of the documents are to be deposited with NIRC Headquarters in Compact Disc compatible with software used and agreed by the Client, such as Microsoft word for word processing, Microsoft Excel for spreadsheet, Microsoft project for project management, AutoCAD etc. All reports and communication materials developed by the consultant shall be submitted to NIRC.</p> |
|--|---|

**Mode of Payment**

**12. Mode of Payment**

The payment schedule for this assignment shall be as stipulated below; -

- a) Twenty- Five (25) percent of the contract price shall be paid upon submission of the acceptable inception report,
- b) Twenty-Five (25) percent of the contract price shall be paid upon submission of the acceptable Feasibility Study Report.
- c) Thirty (30) percent of the contract price shall be paid upon submission of Draft Detailed Engineering Design Report, Drawings, Bill of Quantity, Cost Estimate and Tender document and
- d) Twenty (20) percent of the contract price shall be paid upon submission of acceptable Final Detailed Engineering Design Report, Construction Drawings, Bill of Quantity, Cost Estimate and Tender Document. Since all of these payments shall be subject to the usual government accounting and auditing requirements, the Consulting Firm is expected to be familiar with the Government Accounting and Auditing Manual.

**Duration of the Assignment**

**11. Duration of the Assignment**

The Feasibility Study, and Detail Engineering Design of Reservoir (if any) and Irrigation infrastructure shall be completed within a period of four (4) months commencing from the date of receipt of the Notice to proceed (NTP). Proposals should indicate how the funds will be best utilized to achieve the objectives of the assignment. All of the Consultant' costs incurred in their participation, the costs of specialized sub-contractors for surveys must be included in the consultant's financial proposal, the costs of all other consultations, coordination meetings and Capacity Building required for the Consultant to adequately complete the assignment must be included in the financial proposal.

**Consultants Personnel**

| <b>Item</b> | <b>Description</b>             |
|-------------|--------------------------------|
| Key Staff   | <b>7.Consultants Personnel</b> |



The Consultant shall make available personnel with the qualifications and experience necessary to perform project tasks to a high standard necessary for the completion of each project component and the entire assignment. The individual qualifications and tentative responsibilities of each consultancy team member are presented in the following. The Consultant can propose a single expert for several positions if they have the relevant qualification and experience.

**7.1 Team Leader: Civil/ Irrigation or Water Resources Engineer Specialist**

**Qualifications:**

The Team Leader(TL) shall be a registered professional engineer with proven experience in Water Resources Management activities that include Design of irrigation schemes, planning and construction disciplines. Shall have a minimum MSc degree qualification and with a minimum of fifteen (15) years overall experience and Ten years (10) years relevant experience on similar irrigation scheme design projects and proven experience in leading multidisciplinary teams and/or team leader for externally financed projects preferably in developing countries. Fluent in written and spoken English and an ability to draft concise reports; good communication skills; excellent computer skills, working experience with project management systems is essential in developing countries, particularly in Africa.

**Responsibilities:**

The Team Leader will be responsible for the overall management and coordination of the overall studies and cooperate closely with the Executing Agency project team and counterpart decision makers. Responsibilities will include but not limited to:

- a. Manage, coordinate, and ensure quality assurance, agreed implementation program and timely delivery of all deliverables of the assignment are adhered
- b. Focal point between the members of his team and the client.
- c. Capable of formulating an overall program to tackle the problems of developing irrigation schemes and land husbandry, etc.
- d. Take the lead in preparation and submission of reports and deliverables of the assignment.

- e. Prepare detailed, time-bound work plans and assigning various team members to each key task;
- f. Provide technical support and guidance in all aspects of the consultancy services;
- g. Organize and take the lead to carry out of diagnostic study step 1-4 in accordance with the Comprehensive Guideline (CGL) of irrigation Development.
- h. Organize and take the lead on the conduct of regular visits to the site and irrigation service areas for the technical supervision in undertaking the required survey and mapping, and carrying-out of confirmatory tests;
- i. Monitor the progress of all planning and design work ensuring that deadlines relating to delivery dates are met;
- j. Take the lead and assign/delegate other tasks/activities to the members of the Consultancy Team and support staff as may be required during the conduct of the Study, including, but not limited to: (1) undertaking of the VE/VA Study and vulnerability assessment for the proposed project;
- k. Ensure the timely delivery and quality control of all required outputs; in particular, the Inception Report, VE/VA Report, Monthly Progress Reports, Interim Report, Draft F/S Report, and Final F/S Report; and
- l. Supervise and guide the individual experts and ensure that they are coherently engaged in studies activities to collectively deliver the required outputs;
- m. Take a lead in the preparation and submission of reports and deliverables of the assignment.

**7.2 Deputy Team Leader: Civil/ Irrigation Engineer/Agricultural Engineer  
Qualifications:**

Deputy Team Leader shall be a registered professional Engineer and must have a proven experience in the design and assessment of various civil works and infrastructures including road-works, appurtenant structures of Irrigation schemes, underground works, and hydraulic canals related to large irrigation

projects. Shall have a Bachelor degree in Civil/Irrigation Engineering or equivalent and a minimum of 10 years overall experience and 10 years relevant experience on irrigation projects design and implementation in developing countries particularly in Africa.

**Responsibility:**

He/ She will work as deputy team leader in the following;

- a. Assist the Team Leader in the overall supervision of the various assessment study activities;
- b. In the absence of the Team Leader, assume full responsibility, including leadership of the Consulting team;
- c. Undertake the review/updating of design and cost parameters considered in previous studies, in coordination with the other key experts;
- d. In collaboration with other experts/specialists, select the most appropriate scheme for the objective of the project based on comparison of alternative schemes of development. Recommend the definitive viable, acceptable, and doable plan for implementation;
- e. Conduct site inspection/field investigation to determine the extent of topography and mapping necessary for design and design review. Classify the type of terrain, meandering of the river, and waterways;
- f. Using data gathered from survey, perform hydraulic analysis for discharge (e.g., flood routing, afflux analysis) depending on the scheme to be implemented. This also involves sizing of diversion conduit, sluice gate/s, ogee weir, and other related structures;
- g. Prepare cost comparison for the different schemes under consideration and use this as input in the determination of the appropriate project development;
- h. Take the lead in preparing the drafts of the Inception Report, VE/VA Report, Monthly Progress Reports, Interim Report, Draft F/S Report, and Final F/S Report; and
- i. Undertake other tasks/activities assigned/delegated by the Team

Leader as may be required during the conduct of the Study.

### **7.3 Civil/ Irrigation Engineer /Agricultural Engineer**

#### **Qualifications:**

A minimum Master's Degree in Civil/ Irrigation Engineering with at least 10 years of relevant experience in design of irrigation schemes planning, design and implementation particularly in Africa.He/ she shall be a registered professional Engineer.

#### **Responsibility:**

He/ she shall be responsible in;

- a. Undertaking design of irrigation scheme and review the existing designs;
- b. Updating of and Assess drainage system and improvement needs in the project area;
- c. Based on both current and future cropping patterns, determine the water requirements for crops to be grown in the service area and, based on conveyance and farm level efficiencies, determine irrigation water requirement;
- d. Prepare feasibility level design of irrigation canals and associated control structures and measurement facilities as well as other required supporting infrastructure as well as farm level facilities, drainage channels, and drainage structures;
- e. Adopt and recommend innovations/other available alternatives or technology into the design of canal and drainage systems improvement that will improve farming operation throughout the service area;
- f. Provide a location map showing the name, location, and the general description of the project;
- g. Provide a general layout of the project showing the service area, irrigation canal network, and drainage canal network;
- h. Provide a schematic diagram of the irrigation and drainage network;
- i. Provide an inventory of irrigation structures;

- j. Show the plan and profile of Canals and indicating its related structures;
- k. Provide the sample on-farm facilities of the proposed project;
- l. Show the proposed implementation organization;
- m. Undertake other tasks/activities assigned/delegated by the Team Leader as may be required during the conduct of the Study

**7.4 Hydrologist**

**Qualifications:**

The hydrologist shall have Bachelor degree in Hydrology, Civil/irrigation /Water resources engineering. The Hydrologist shall be a professional with proven experience in hydrological data analysis and modelling in connection with water resource management in developing countries. They shall also have a proven track record in:

- a) Climate change modelling and scenario building, and
- b) Climate change impacts on river basins and associated economic activities and large-scale infrastructure.

He/ she shall also have experience in hydrological and flood modelling related to the multipurpose benefit assessments in cooperation with the economist. He/ she shall have a minimum of fifteen (10) years overall experience and ten years(10) years relevant experience.

**Responsibility:**

The Hydrologist will be responsible in collecting and review of all hydro-meteorological and river flow data and carry out all necessary hydrological analysis in connection with river basin and Irrigation water requirement.

**7.5 Land Surveyor Expert**

**Qualifications:**

The land surveyor shall have Bachelor degree Geomatics or Advanced Diploma in Land Surveying. The surveyor shall be registered (Full Registered land Surveyor) by the National Council of Professional Surveyors (NCPS) with a minimum of 10 years overall experience and at least 5 years relevant GIS experience in similar assignments. The surveyor must be conversant with the use of GNSS data collecting system and production of maps using AutoCAD Civil 3D software for the design of irrigation projects.

**Responsibility:**

The expert will perform the below tasks: -

- a) Review available maps and survey data for the project area;
- b) Prepare a Base Map showing the delineated proposed Service area, Drainage area, and the location of the head works axis drawn/marked thereon. The Norths and Easts' recorded thereon must use UTM Arc 1960 as reference Datum;
- c) Prepare write-up/ scheme of work of Canal line and other surveys from which the Scheme of Development of the project shall be based;
- d) Monitor the conduct of survey works such as Topographic survey of irrigation schemes, Farm and its related Infrastructure, and the Establishment of Horizontal and Vertical Control based on UTM Arc 1960 Datum;
- e) Prepare the Topographic maps, Profiles, and Cross-Sections based on the format as agreed by NIRC;
- f) Undertake other tasks/activities assigned/delegated by the Team Leader as may be required during the conduct of the Study.

#### **7.6 Environmental Specialist**

##### **Qualifications:**

Safeguard or Environmental Specialist shall have a minimum of a master's degree in either Environment, Environmental engineering, Natural Resources Management, or related field and with at least cumulative experience of ten (10) years of practical working experience in undertaking ESIA studies or other related projects. In addition, He/ she must be familiar with the Tanzania Government Environmental laws and regulations, environmental policies and procedures and must be registered as EIA Expert with NEMC.

#### **7.7 Agronomist**

##### **Qualification;**

The expert should have a degree/ Advanced diploma with at least five professional experiences in at least four (4) projects in Assessing of Land Use and Irrigated Agronomy on Schemes Area

##### **Responsibility:**

The expert will cover the following: -

- a) For optimal utilization of the available water supply, estimate scheme irrigation water requirements.
- b) Together with farmers, identify and promote the production of high-yielding, labour-absorbing, and high-value crop varieties including rice, fruits, vegetables, green maize and spices as the weather and soil conditions may allow.
- c) The socio-economic implications of the identified crops, including the

extent to which their cultivation might be expected to absorb rural labour, rather than expelling it.

- d) Crop production calendars for the selected cropping crops and cropping patterns.
- e) Develop site specific guidelines for irrigation scheduling of all the selected crops to be grown in the designed irrigation scheme.
- f) Estimate of water conveyance and field irrigation water losses and determine the required peak design flow for the main, secondary and tertiary canals.
- g) Assess land use practices and recommend management practice that will be useful to control land degradation;
- h) Assess livestock occurrence within the project area, livestock management practice and carrying capacity of the land, and how this will conflict or be compatible with irrigation development;
- i) Analyze with a gender lens, the land tenure and current land use activities and levels of production; this should include use for agricultural activities, livestock, forestry and how they will be affected by proposed irrigation interventions;
- j) Identify and promote the production of climate resilient, high yielding and high value crop varieties for each individual site, wherever possible and together with farmers and extension agronomist;
- k) Determine water requirements for the crops and cropping patterns selected for optimal utilization of the available water supply. In carrying out this task, collaboration between the design engineer and agronomist would be essential;
- l) Perform conventional economic analyses for both sites to determine the best development option and the viability of the recommended project options specify for both sites the general economic parameters, including but not limited to number of hectares (gross and net), cropping intensity, proposed crops, number of water users, engineer's estimate of cost per hectare and cost per water user;
- m) Assess the socio-economic implications of the identified value chain on the youth, women, and all vulnerable gender categories;
- n) Advise on crop production calendars for the selected crops and cropping patterns;
- o) Develop site specific guidelines for irrigation scheduling of all the selected crops to be grown in the designed climate proofed

irrigation schemes;

- p) Estimate the water conveyance and field irrigation water losses and determine the required peak design flow for the main, secondary, and tertiary canals and/or pipes;
- q) Carry out, on irrigation agronomy, investigation of existing farming systems, land holding sizes, crop production patterns, support services and determine gender issues in the factors investigated.

### **7.8 Geotechnical Engineer**

#### **Qualifications:**

The Geotechnical Engineer shall be a registered professional Civil Engineer with a Master degree in Geotechnical subjects and proven experience in geotechnical investigations and analysis including safety aspects in the context of planning and design of and command areas. He/ She shall have a minimum of fifteen (15) years overall experience and ten years(10) years relevant experience including surface exploration of physical conditions of the sites, geophysical methods, and sub-surface investigations.

#### **Responsibility:**

The geotechnical engineer shall be responsible in;

- a) Conducting surface exploration of the physical condition of the site,
- b) Conducting the subsurface investigations,
- c) Identification of possible constrain of the site and location of borrow pits and,
- d) To perform other responsibilities as assigned by Team leader/ Assistant team leader.

### **7.9 Economist/ Financial Expert**

#### **Qualifications:**

The Economist shall have a minimum Master degree qualification in the economy. The Economist shall have a minimum of ten(10) years overall experience and five years (5) years relevant experience. Shall have proven experience in the economic analysis related to construction of large multi-purpose schemes and, cost benefit analysis, and multi-purpose benefit modelling of water projects including economic benefits attributed to irrigation development, tourism, water supply for domestic and economic uses.

### **7.10 Estimated Staff Months**

The Consultant shall draw up a team of key personnel for Feasibility Study and Detailed Engineering Design

In addition to the above key staff, the Consultant shall determine the Support and Backup staff deemed necessary to assist in successful



completion of the assignment. However, their qualifications will not be considered in the evaluation of the proposals. The numbers of staff are only indicative requirements; the Consultant will determine the staffing in accordance with the required duration to implement efficiently the requested tasks.

The estimated minimum level of effort from consultant is as follows

**Table 6-1: number of months for each key staff**

| <b>Team member</b>          | <b>Number Required</b> | <b>Period (Man-month)</b> | <b>Total</b> |
|-----------------------------|------------------------|---------------------------|--------------|
| Team Leader                 | 1                      | 4                         | 4            |
| Deputy Team Leader          | 1                      | 4                         | 4            |
| Civil/ Irrigation Eng       | 2                      | 2                         | 4            |
| Land Surveyor               | 2                      | 2                         | 4            |
| Geotechnical Engineer       | 1                      | 1                         | 1            |
| Economist/ Financial Expert | 1                      | 1                         | 1            |
| Hydrologist                 | 1                      | 1                         | 1            |
| Agronomist                  | 1                      | 1                         | 1            |
| Safeguard Specialist        | 1                      | 2                         | 2            |
| <b>Total Man-Months</b>     |                        |                           | <b>22</b>    |

|               |    |
|---------------|----|
| Support Staff | NA |
| Staff Leave   | NA |

#### **Data, Services and Facilities to be provided by the Client**

#### **9. Client Obligations**

In order to ensure a seamless and efficient project execution, the National Irrigation Commission (NIRC) will carry out the following duties through the Contract Implementation:

- a. Give the relevant information and any data that is in the client's possession;
- b. Obtain authorization to enter each location as needed to carry out the assignment correctly;
- c. In order to introduce the Consultant to other institutions, the Client must arrange communication with them. The Consultant will bear all responsibility for gathering data and information from the agencies and will cover all associated expenses;
- d. Coordinate with other Tanzanian government agencies, the Notification for Water Sector Development Program in Tanzania, and any other sources of information and documentation that the client deems necessary for the completion of the project, and help the consultant obtain them;
- e. Setup sessions for consultation and make sure the appropriate regional authorities are connected;
- f. Keep the consultant updated on the status of all other studies (pre-feasibility, further studies, and technical support) so he can plan and communicate as needed; and
- g. Will assign counterpart technical staff to the project in order to facilitate technology transfer and

capacity building on the job.

## **Coordination Arrangements**

### **13. Coordination Arrangements**

The National Irrigation Commission's (NIRC) Director General would have direct supervision over the Consultant. In addition to communicating with the relevant LGAs, NIRC will supervise the Consultant's activities. At specific points during the consultancy, the Client and the Consultant will have discussions to make sure the work is moving in an appropriate direction. The consultant(s) will prepare succinct progress reports on the state of their work for these meetings, and these reports will be officially recorded in the meeting minutes. The following will be provided by the client:

- i). Making Local Government Authority Offices accessible and introducing the various authorities pertinent to the assignment;
- ii). Setting up meetings to validate the reports
- iii). Designating counterpart employees to collaborate with the consultant in the fields of Engineering, Land Survey, Environment and Sociology to build the employees capacity; and
- iv). Assist applications for licenses and approvals, such as those needed for aerial surveys.

The consultant will plan a work schedule and produce the necessary results, arrange for their own office space and transportation, review all pertinent reports, articles, and other sources of information, visit and communicate with all pertinent departments, organizations, and other project stakeholders in Tanzania. Additionally, the consultants and counterpart personnel must to collaborate closely.

## **Counterpart Staff**

### **8.0 Counterpart Staff Training**

#### **Capacity Building**

Under this section, The Consultant will organize and provide capacity building training for the National Irrigation Commission staff, covering both site and office work in the following fields:

- i. Engineering,
- ii. Land surveying,
- iii. Environment and Sociology, and
- iv. Soil and agronomic fields

Note: Training costs must be included in the financial proposal

## **Consultant's Responsibilities**

### **6. Consultant's Responsibilities**

The Consultant responsibilities are as follows:

- (a) Using qualified and competent employees, the consultant will professionally carry out engineering services for the project's comprehensive design as outlined in this TOR, adhering to internationally recognized standards. The consultant may, during the assignment, hire any more experts he thinks will be needed to complete the job successfully, but at no additional expense to

the client. Work with counterpart employees is something that the consultant and his team will be prepared and eager to do.

- (b) The Consultant will make every effort to deliver the necessary services on schedule and with diligence, as specified in the contract. In this regard, the Consultant should provide complete curriculum vitae in the prescribed format for each member of the team proposed for the project. The Consultant will also make an effort to keep employees who have been nominated and are deemed qualified. Years of additional relevant experience will be viewed as advantageous.
- (c) In order to ensure that the project is implemented successfully, the consultant shall be accountable for meeting all of the financial needs of his staff, including travel expenses to and from the country, welfare benefits, and salary.
- (d) Any employee who cannot complete the task or who the client deems unfit shall have their position filled by a consultant with a comparable level of training, experience, and skill that the client finds acceptable.
- (e) The Consultant is in charge of covering the costs of lodging, other services for his employees on the assignment, and head office assistance. The Consultant shall also be in charge of hiring or purchasing any cars required for the assignment, as well as organizing the transportation of all office machinery and technical equipment. The consultant shall be in charge of scheduling and covering the cost of any laboratory analysis, topographic data collection, soil surveying, and other related services, as well as report printing.
- (f) All supplies purchased for the research and included in the proposed cost schedule, or for which reimbursement was requested and granted, must be turned over to the National Irrigation Commission at the conclusion of the contract.
- (g) The Consultant will be required to submit the calculation models to the Employer if asked to do so.
- (h) Additionally, the consultant must maintain thorough records of all work completed on the assignment and turn over all documents, working papers, computations, and computer data generated during the assignment to the Project Implementation Unit. Included in the documents that need to be turned in, is the entire collection of contract drawings, sketches, specifications, etc. These shall all be appropriately arranged in English.
- (i) The Consultant Shall not assign nor sub-contract any part of the professional engineering services under this TOR to any person or firm, except with prior written consent of NIRC.

**SECTION 9: CONDITIONS OF CONTRACT AND CONTRACT FORMS**

# GENERAL CONDITIONS OF THE CONTRACT

## A. Preliminary Clauses

|                              |            |  |
|------------------------------|------------|--|
| <p><b>1. Definitions</b></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"> <li>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.</li> <li>b) “Completion” means the fulfillment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.</li> <li>c) “Completion Date” is the date of actual completion of the fulfillment of the Services.</li> <li>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.</li> <li>e) “Contract” means an Agreement entered into between the Client and the Consultant.</li> <li>f) “Contract Documents” means the documents listed in the Contract, including any amendments thereto.</li> <li>g) “Day” means calendar day.</li> <li>h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC 18.</li> <li>i) “GCC” means the General Conditions of Contract.</li> <li>j) “Government” means the Government of the United Republic of Tanzania.</li> <li>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.</li> <li>l) “JVCA” means Joint Venture, Consortium or Association</li> <li>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.</li> <li>n) “Month” means calendar month</li> <li>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.</li> <li>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.</li> </ul> |
|------------------------------|------------|--|

|  |     |  |
|--|-----|--|
|  |     | <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 <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p> |
| <b>2. Interpretation of Contract Documents</b>                 | 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.  |
| <b>3. Corrupt, Fraudulent, Collusive or Coercive Practices</b> | 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:<br>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and<br>(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;<br>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><br>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).  |
| <b>5. Documents Forming the Contract and Priority of Documents</b> | 5.1  | The following documents forming the contract shall be interpreted in the following order of priority:<br>in the following order of priority:<br>(a) Form of Agreement;<br>(b) Letter of Acceptance;<br>(c) Special Conditions of Contract (SCC);<br>(d) General Conditions of Contract (GCC);<br>(e) The Appendices;<br>Appendix 1: Terms of Reference<br>Appendix 2: Key Experts<br>Appendix 3: Breakdown of Contract Price<br>Appendix 4: Form of Advance Payment (if applicable)<br>Appendix 5: Code of Conduct for Experts<br>Appendix 6: Reporting Requirements<br>Appendix 7: Duties of the Client<br>Appendix 8: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration<br><br>(f) Any other documents stated in the SCC. |
| <b>6. Eligibility</b>  | 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.   |
| <b>7. Governing Language</b>                                       | 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.<br><br>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.   |
| <b>8. Applicable Law</b>   | 8.1  | The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.  |
| <b>9. Contractual Ethics</b>                                       | 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.  |
| <b>10. Joint Venture,</b>  | 10.1 | If the Consultant is a Joint Venture, consortium, or association, (this   |



|  |      |   |
|--|------|---|
| <b>Consortium or Association (JVCA)</b>  |      | 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. |
| <b>11. Communications and Notices</b>    | 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.   |
| <b>12. Assignment</b>                    | 12.1 | Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.   |
| <b>13. Relation between the Parties</b>  | 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.  |
| <b>14. Site</b>                          | 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.   |
| <b>15. Authority of Member in Charge</b> | 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.      |
| <b>16. Authorized Representatives</b>    | 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.  |
| <b>17. Taxes and Duties</b>              | 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

|  |      |   |
|--|------|---|
| <b>18. Effectiveness of Contract</b>                               | 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.   |
| <b>19. Termination of Contract for Failure to Become Effective</b> | 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. |
| <b>20. Commencement of Services</b>                                | 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.  |
| <b>21. Expiration of Contract</b>                                  | 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.   |
| <b>22. Modifications or Variations</b>                             | 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

|  |      |  |
|--|------|--|
| <b>23. General</b>                                       | 23.1 | The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.  |
| <b>24. Description of Personnel</b>                      | 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"> <li>(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;</li> <li>(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</li> <li>(c) any other such adjustments shall only be made with the Client's written approval.</li> </ul> |
|  | 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.  |
| <b>25. Approval of Personnel</b>                         | 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.  |
| <b>26. Working Hours, Overtime, Leave &amp; Holidays</b> | 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.   |
| <b>27. Removal and/or Replacement of Personnel</b>       | 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"> <li>(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or</li> <li>(b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,</li> </ul> <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"> <li>a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and</li> <li>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.</li> </ul> |
| <b>28. Project Manager</b> | 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

|  |      |   |
|--|------|---|
| <b>29. Standard of Performance</b>                                       | 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.   |
| <b>30. Law Governing Services</b>  | 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.  |
| <b>31. Conflict of Interests</b>   | 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.   |
| <b>32. Consultant Not to Benefit from Commissions, Discounts</b>         | 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.   |
| <b>33. Consultant and Affiliates not to Engage in Certain Activities</b> | 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.   |
| <b>34. Prohibition of Conflicting Activities</b>                         | 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.  |
| <b>35. Confidentiality</b>   | 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. |

|  |      |   |
|--|------|---|
| <b>36. Liability of the Consultant</b> | 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"> <li>(a) infringement or alleged infringement by the Consultant of any patent or other protected right; or</li> <li>(b) plagiarism or alleged plagiarism by the Consultant.</li> </ul>   |
|  | 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"> <li>(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.</li> <li>(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</li> <li>(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.</li> </ul> |
|  | 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.   |
| <b>37. Insurance to be</b>             | 37.1 | The Consultant  |

|  |             |   |
|--|-------------|---|
| <p><b>taken out by the Consultant</b></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><b>38. Accounting, Inspection and Auditing</b></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><b>39. Consultant's Actions Requiring Client's Prior Approval</b></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.   |
| <b>40. Reporting Obligations</b>  | 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.  |
| <b>41. Proprietary Rights on Documents Prepared by the Consultant</b>             | 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.     |
| <b>42. Proprietary Rights on Equipment and Materials Furnished by the Client.</b> | 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.  |
| <b>43. Performance Securities</b>   | 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.  |
| <b>44. Liquidated Damages</b> | 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><b>45. Assistance and Exemptions</b></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"> <li>(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;</li> <li>(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;</li> <li>(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and</li> <li>(d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as specified in SCC.</li> </ul> |
| <p><b>46. Access to project site</b></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><b>47. Change in the Applicable Law Related to Taxes and Duties</b></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><b>48. Services, Facilities and Property of the Client</b></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.   |
| <b>49. Counterpart Personnel</b> | 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"> <li>(a) how the affected part of the Services shall be carried out, and</li> <li>(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.2.</li> </ul>   |
|                                  | 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

|  |             |  |
|--|-------------|--|
| <b>50. Cost Estimate of Services: Ceiling Amount</b> | 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.   |
| <b>51. Payments: General</b>                         | <b>51.1</b> | 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.   |
|  | <b>51.2</b> | <b>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.</b>  |
| <b>52. Lump Sum Remuneration</b>                     | <b>52.1</b> | 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. |
| <b>53. Modes of Payment</b>                          | <b>53.1</b> | Payments in respect of the Services shall be made as specified in GCC 54 to 57.  |
| <b>54. Currency of payments</b>                      | <b>54.1</b> | The currency of payments shall be as indicated in SCC.   |
| <b>55. Advance Payment</b>                           | <b>55.1</b> | 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:<br><br>(a) remain effective until the Advance Payment has been fully offset; and<br><br>(b) be in the format as shown in Contract Form 4.   |
|  | <b>55.2</b> | 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.   |
| <b>56. Interim Payments</b>                          | 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.   |
| <b>57. Final Payment</b>                | <b>57.1</b> | 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. .   |
|   | <b>57.2</b> | 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.  |
|   | <b>57.3</b> | 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  |
| <b>58. Suspension of Payments</b>       | <b>58.1</b> | 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:<br><br>(a) shall specify the nature of the failure, and<br><br>(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. |
| <b>59. Interest on Delayed Payments</b> | <b>59.1</b> | 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**

|   |      |  |
|---|------|--|
| <b>60. The Services to Be Completed by the Intended Completion Date</b> | 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.  |
| <b>61. Early Warning</b>  | 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.  |
| <b>62. Extension of the Intended Completion Date</b>                    | 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.  |
| <b>63. Progress Meetings</b>  | 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

|                                  |             |  |
|----------------------------------|-------------|--|
| <b>64. Good Faith</b>            | <b>64.1</b> | 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.  |
| <b>65. Fairness in Operation</b> | <b>65.2</b> | 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><b>66. Termination for Default</b></p>    | <p><b>66.1</b></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><b>66.2</b></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><b>66.3</b></p> | <p><b>Fundamental breaches of the contract shall include but shall not be limited to, the following:</b></p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract;</li> <li>(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];</li> <li>(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</li> <li>(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.</li> </ul> |
| <p><b>67. Termination for Insolvency</b></p> | <p><b>67.1</b></p> | <p><b>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</b></p> <ul style="list-style-type: none"> <li>(a) the Client becomes bankrupt or otherwise insolvent; or</li> <li>(b) the Consultant becomes (or, if the Consultant consist of more</li> </ul>   |



|   |             |  |
|---|-------------|--|
|   |             | <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>  |
| <b>68. Termination for Convenience</b>          | <b>68.1</b> | 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.  |
| <b>69. Termination because of Force Majeure</b> | <b>69.1</b> | 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.   |
|   | <b>69.2</b> | 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. |
|   | <b>69.3</b> | <p><b>Force Majeure shall not include:</b></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   |
|  | <b>69.3</b> | 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.  |
| <b>70. Measures to be Taken on Force Majeure</b> | <b>70.1</b> | 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.  |
|  | <b>70.2</b> | 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.   |
|  | <b>70.3</b> | 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.  |
|  | <b>70.4</b> | <b>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:</b><br><br>(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<br><br>(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. |
| <b>71. Cessation of Rights and Obligations</b>   | <b>71.1</b> | 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<br><br>(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>   |
| <b>72. Cessation of Services</b>                | <b>72.1</b> | <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>  |
| <b>73. Payment upon Termination</b>             | <b>73.1</b> | <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> |
| <b>74. Disputes about Events of Termination</b> | <b>74.1</b> | <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.   |
|                                   | <b>74.2</b> | 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.  |
| <b>75. Settlement of Disputes</b> | <b>75.1</b> | <p><b><u>Amicable Settlement</u></b></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> |
|                                   | <b>75.2</b> | <p><b><u>Arbitration</u></b></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**

| <b>SNo.</b> | <b>Required Information/Data</b>                                   | <b>GCC Clause</b> | <b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>   |
|-------------|--|-------------------|---|
| 1.          | Client name and Address<br>Appointing Authority for the Arbitrator | 1.1(a)<br>1.1 (x) | The NATIONAL IRRIGATION COMMISSION of P o box 146.<br>Tanzania Institutes of Arbitrator.  |
| 2.          | Intended Completion Date   | 1.1 (k)           | 180 Days from commencement Date.  |
| 3.          | Assignment Phasing Completion                                      | 4.5               | Not Applicable.   |
| 4.          | Other Documents Forming Part of the Contract                       | 5.1 (f)           | Record of Negotiation   |
| 5.          | Eligible Countries   | 6.1 & 6.2         | Not Applicable  |
| 6.          | Governing Language   | 7.1               | ENGLISH.  |
| 7.          | Location of Performing the Services                                | 14.1              | Shinyanga Region  |
| 8.          | Effectiveness Conditions   | 18.1              | After Submission of Performance Security.   |
| 9.          | Date of Effectiveness of Contract                                  | 19.1              | Contract shall be effective after 7 days after sign the contract.   |
| 10.         | Commencement of Assignment   | 20.1              | 14 days after the effectiveness of the contract date.   |
| 11.         | Duration of Contract   | 21.1              | 180 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. 100.  |
| 14.         | Insurance to be Taken Out by the Consultant.                       | 37.1(a)           | i) Third Party Motor Vehicle Insurance- 40,000,000.00..<br>ii) Third Party Liability Insurance - 40,000,000.00..<br>iii) Third Party Professional Liability Insurance - 15.<br>iv) Workers Compensations Insurance - 100.00.<br>v) Insurance against loss or damage - 5,000,000.00. |
| 15.         | Other Consultant's Actions Requiring Clients Approval              | 39.1 (c)          | Not Applicable  |
| 16.         | Restriction on Use of Documents                                    | 41.2              | Only After Official Permit of Client.   |
| 17.         | Performance Security or Performance Securing Declaration           | 43.1              | Performance Securing Declaration.   |
| 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   | 45.1(d)           | Liaise and assist the consultant in obtaining any   |

| <b>SNo.</b> | <b>Required Information/Data</b>        | <b>GCC Clause</b> | <b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>  |
|-------------|---|-------------------|--|
|             | Provided by the Client                  |                   | other information and documents required from other government agencies in Tanzania, the Notification for Water Sector Development Program in Tanzania, and which the Client considers essential for conducting of the assignment... |
| 20.         | Ceiling of Payments                     | 50.2              | Ceiling of Payments: The Tanzanian Shilling 100.00   |
| 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              | Not Applicable.  |
| 24.         | Repayment of Advance Payment            | 55.2              | 0.   |
| 25.         | Payment Schedule                        | 56.1              | As Per Term of Reference.  |
| 26.         | Conditions to be met for other payments | 56.1              | Submission and acceptance of deliverables as in Term of Reference  |
| 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              | Dodoma   |

## **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<sup>[1]</sup>

- 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<sup>[1]</sup>

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)

---

<sup>[1]</sup> 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 \_\_\_\_\_ ( ), <sup>1</sup> 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... <sup>2</sup>, 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.*

---

<sup>1</sup> *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.*

<sup>2</sup> *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.]