



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



REQUEST FOR PROPOSAL

PROPOSAL NO.: 00005/2024/2025/C/49

FOR

**Provision of Consultancy services for Construction Supervision of Dams and Irrigation Schemes in
Morogoro, Pwani and Iringa Regions**

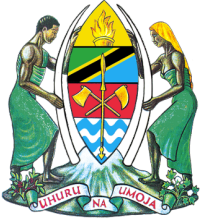
31/10/2024

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
EOI	Expression of Interest
ES	Environmental and Social
FIN	Financial Form
FY	Financial Year
GCC	General Conditions of Contract
ICS	International Competitive Selection
IFP	Invitation for Pre-qualification
ITC	Instruction to Consultants
JV	Joint Venture
LOI	Letter of Invitation
NCC	National Construction Council
NCS	National Competitive Selection
NeST	National e-Procurement System of Tanzania
OAG	Office of Attorney General
PE	Procuring Entity
PPA	Public Procurement Act, Cap 410
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
RFP	Request for Proposal
SCC	Special Conditions of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
SPD	Standard Prequalification 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/49

FOR

Provision of Consultancy services for Construction Supervision of Dams and Irrigation Schemes in Morogoro, Pwani and Iringa Regions

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 Construction Supervision of Dams and Irrigation Schemes in Morogoro, Pwani and Iringa Regions.
2. The NATIONAL IRRIGATION COMMISSION now invites proposals to provide the following: Provision of Consultancy services for Construction Supervision of Dams and Irrigation Schemes in Morogoro, Pwani and Iringa Regions. Details of the services are provided in the Terms of Reference.
3. The NATIONAL IRRIGATION COMMISSION now invites proposals to eligible 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 Construction Supervision of Dams and Irrigation Schemes in Morogoro, Pwani and Iringa Regions 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 – Standard Forms

Section 5: Financial Proposal – Standard Forms

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 proposals must be properly filled in and submitted through NeST at or before 11:00 AM on 18/11/2024. Proposals will be opened promptly thereafter through NeST.**

Managing Director

P o box 146

1. INSTRUCTION TO CONSULTANTS

A. General

1.Scope of Proposal, selection procedure and interpretation	1.1	The Procuring Entity, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Consulting Services as specified in the PDS and described in detail in Section 7 [Terms of Reference] in accordance with the selection procedure specified in the PDS.
	1.2	Only the short-listed Consultants indicated in the Letter of Invitation are to submit a Proposal for the provision of Consulting Services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.3	The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before work begins on the next phase.
	1.4	<p>Throughout this RFP:</p> <p>(a) the term “in writing” means communicated in written form with proof of receipt;</p> <p>(b) means Public Procurement Regulatory Authority.</p> <p>(g) “Client” means a legally binding written agreement signed between the PE and the Consultant and includes all the attached documents listed in its Clause 1, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.</p> <p>(j) “Day” means a calendar day. means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(m) “Joint Venture (JV)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o) “ITC” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(r) “Non-Key Expert(s)” (PDS</p> <p>(w) 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)</p>
2. Source of Funds	2.1	The PE has allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
	2.2	For the purpose of this provision, “public funds” means monetary resources appropriated to PEs as defined in the Public Procurement Act Cap.410.
	2.3	Payments by the development partner, if so, indicated in the PDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

3. Corrupt, fraudulent, Collusive or Coercive Practices	3.1	The Government requires that PE, as well as Consultants, to observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
	3.2	<p>In pursuance of this requirement, the PE shall</p> <ul style="list-style-type: none"> (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings under public fund; <p>if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent obstructive, collusive or coercive practices in competing for, or in executing, a contract under public fund.</p>
	3.3	Should any corrupt, fraudulent, obstructive, collusive or coercive practices of any kind referred to in ITC 3.4 come to the knowledge of the PE, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the PE related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.
	3.4	<p>The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) “Corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; (b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among consultants, prior to or after submission designed to establish prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; (c) “Obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act; (d) “Coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; (e) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party
	3.5	The Consultant shall be aware of the provisions on fraud and corruption stated in GCC3 [Corrupt, Fraudulent or Coercive Practices] and GCC66.3 [Termination for Default].
	3.6	The Consultant’s and the PE’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Eligible Consultants	4.1	Only short-listed Consultants are eligible to submit proposals. In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the selection process and, in the event the JVCA is awarded the Contract, during contract execution. The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the PE.

	4.2	Any proposal from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party shall not be substantially altered without prior written approval of the PE.
	4.3	The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC3 [Corrupt, Fraudulent or Coercive 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 PPA shall be required to include local experts and firms in their teams. Appropriate weights shall be assigned by PE to be used during evaluation.
	4.6	<p>Consultants and individuals may be ineligible if –</p> <p>(a) such person is declared bankrupt or, in the case of company or Consultant insolvent;</p> <p>(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; 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;</p> <p>(c) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(d) the person or Consultant is debarred and blacklisted in accordance with Public Procurement Act from participating in public procurement for corrupt, coercive, fraudulent, collusive or obstructive practices, breach of a procurement contract, failure to abide with Bid Securing Declaration and making false representation about his qualifications during selection proceeding or other grounds as may be deemed necessary by the Authority;</p> <p>(e) Company or Consultant is found guilty of serious misrepresentation with regard to information required for participation to submit proposals; or</p> <p>(f) the Consultant is from an ineligible country as specified under Section VI [Ineligible countries] of this tendering document.</p> <p>(g) legal proceedings are instituted against such person, Consultants and individuals may be ineligible if –</p> <ul style="list-style-type: none"> • such person is declared bankrupt or, in the case of company or Consultant insolvent; • 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;
	4.7	The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
	4.8	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.
	4.9	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	<u>General</u> The Consultant (including any of his affiliates/associates), in inference to the requirements that the Consultant provides professional and objective advice and at all times hold the PE's interest's 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).
	5.2	<u>Conflicting Activities</u> 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.
	5.3	<u>Conflicting Assignments</u> 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.
	5.4	<u>Conflicting Relationships</u> 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.
	5.5	<u>Unfair Competitive Advantage</u> Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the PE shall indicate in the PDS and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
6. Eligible Services	6.1	All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS.
7. Site Visit	7.1	The Consultant, at the Consultant's own responsibility, cost and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for Provision of Services.

	7.2	The Consultant should ensure that the PE is advised of the visit in adequate time to allow it to make appropriate arrangements.
	7.3	If specified in PDS, the Consultant's designated representative is invited to attend a site visit which, if convened, will take place at a place and on the date and time specified in the PDS. Unless specified in the PDS, non-attendance at the site visit will not be a cause for disqualification of a Consultant.

B. Request for Proposal

8. RFP Sections	8.1	<p>In addition to the Letter of Invitation, the RFP includes the following documents:</p> <p>PART 1 SELECTION PROCEDURE AND PROCURING ENTITY'S REQUIREMENTS</p> <p>Section 2: Instructions to Consultants (ITC)</p> <p>Section 3: Proposal Data Sheet (PDS)</p> <p>Section 4: Technical Proposal – Standard Forms</p> <p>Section 5: Financial Proposal – Standard Forms</p> <p>Section 6: Eligible Countries</p> <p>Section 7: Terms of Reference (TOR)</p> <p>PART 2: CONDITIONS OF CONTRACT AND CONTRACT FORMS</p> <p>Section 8: General Conditions of Contract (GCC)</p> <p>Section 9: Special Conditions of Contract (SCC)</p> <p>Section 10: Contract Forms</p> <p>Section 11: Appendices</p>
	8.2	The PE is not responsible for the completeness of the RFP and any addenda, if these 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 ITT 11 [RFP Amendment].
10. Pre-proposal meeting.	10.1	To clarify issues and to answer questions on any matter arising in the RFP, the PE may, if stated in the PDS, invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the PDS. The Consultant is encouraged to attend the meeting if it is held.
	10.2	The Consultant may submit questions if any through NeST to reach the PE before the pre-proposal meeting. PE may respond to questions during the meeting, however, all questions raised, and their responses will be transmitted in accordance with ITC 10.3.
	10.3	Minutes of the pre-proposal meeting, if applicable, including questions raised by the Consultants without identifying the source and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all short-listed Consultants through NeST.
11. RFP Amendment	11.1	Any modification to the RFP Sections listed in ITC 8 [RFP Sections] that may become necessary as a result of the pre- Proposal meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to this clause and not through the minutes of the Pre-Proposal meeting.
	11.2	At any time prior to the deadline for submission of Proposals, the PE, for any reason on its own initiative or in response to a clarification request from a Consultant, may amend the RFP by issuing an amendment.
	11.3	Any amendment issued shall become an integral part of the RFP and shall be communicated through NeST to all the short-listed Consultants.
	11.4	In order to allow prospective Consultant reasonable time in which to take an addendum into account in preparing its Proposal, the PE may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC 28

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

C. Proposal Preparation

12. Only one Proposal	12.1	A short-listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposals shall be rejected. This does not, however, preclude a sub-consultant, or the Consultant's Staff from participating as Key Experts and Non- Key Experts in more than one proposal when circumstances justify and if stated in the PDS.
13.Costs of Preparation of Proposal	13.1	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process
14.Language of Proposal	14.1	The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or language specified in the PDS, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
	14.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation
15.Proposal Documents	15.1	The Proposal prepared by the Consultant shall comprise the following: (a) Technical Proposal; (b) Financial Proposal; (c) Documentary evidence establishing the Consultant's eligibility; and (d) Post-qualification Information; and (e) Any other document required as stated in the PDS.
16.Proposal Preparation:	16.1	In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
	16.2	The Consultant shall prepare the Technical Proposal in accordance with ITC 17 [Technical Proposal Preparation] and ITC 18 [Technical Proposal: Format and Content] using the forms furnished in Section 4: Technical Proposal; Standard Forms.
	16.3	The Consultant shall prepare the Financial Proposal in accordance with ITC 19 [Financial Proposal Format and Content] and using the forms furnished in Section 5: Financial Proposal; Standard Forms.
	16.4	All the forms mentioned in ITC 18 [Technical Proposal: Format and Content] and ITC 19 [Financial Proposal Format and Content] shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.
17.Technical Proposal Preparation	17.1	While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC 17.2 to 17.7 inclusive.
	17.2	If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short-listed Consultants at the time of submission of a proposal is not permitted, and the PE shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the PE, which must be obtained prior to the submission of a proposal. A short-listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the PE. For such cases, the Proposal shall be submitted in the name of the short-listed Consultant. For such sub-consultancy (etc.), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc.) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.
	17.3	For Quality and Cost Based Selection (QCBS) or Least Cost Selection (LCS) based assignments, the estimated number of Professional staff-months is indicated in the PDS; however, the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

	17.4	For Selection under a Fixed Budget, the available budget is given in the PDS, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff- months shall not be disclosed.
	17.5	Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Tanzania. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.
	17.6	Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. The CV of the key staff shall be signed by the CV holder and an authorized official of the Consultant.
18. Technical Proposal: Format and Content	18.1	<p>The Technical Proposal shall provide the following information using the Technical Proposal Standard/Special Forms (Section 4):</p> <p>(a) Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:</p> <p>(b) 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.</p> <p>(c) 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.</p> <p>(d) 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.</p> <p>(e) Work Schedule and Planning for Deliverables</p> <p>(f) Team Composition- list of proposed Professional staff team by area 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 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 and Proposal Security (Guarantee and Insurance Bond).</p> <p>(j) Special Form of Power of Attorney.</p> <p>(k) Anti-bribery Pledge.</p> <p>(l) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment. Title of the training, contents of the training, training methodology, staffing during training and monitoring..</p> <p>(m) Any additional information that might be requested in the PDS;</p>
	18.2	The Technical Proposal shall not include any financial information.
19. Financial Proposal Format and Content	19.1	<p>The Financial Proposal shall provide the following information using the Financial Proposal - Standard Forms (Section 5):</p> <p>(a) Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.</p> <p>(b) Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;</p> <p>(c) Breakdown of costs against staff remuneration;</p> <p>(d) Breakdown of costs against reimbursable expenses. A sample list is provided in</p>

		the PDS; (e) Estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel. If appropriate, all these costs should be broken down by activity.
20. Taxes	20.1	The Consultant shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non- resident duties, fees, levies) on amounts payable by the Client under the Contract. The PE will state in the PDS if the Consultant is not 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	The PE shall: (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS; (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and (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.
22. Alternative Proposals	22.1	Unless otherwise stated in PDS, alternative proposals shall not be considered. Where the RFP allows alternative proposals, a Consultant shall quote the price for the fully compliant proposal and then, separately indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted.
23. Proposal Prices	23.1	The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to provide under the contract.
	23.2	Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC 43 [Proposal: Negotiation].
24. Proposal Currency	24.1	All prices shall be quoted in currency (ies) as stated in the PDS.
25. Proposal Validity, Proposal Security and Proposal Securing Declaration	25.1	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the PE.
	25.2	Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The PE will make its best effort to complete negotiations within this period.
	25.3	In exceptional circumstances, prior to the expiration of the Proposal validity period, the PE may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made through NeST. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the procurement proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.
	25.4	If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the PE together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
	25.5	If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PE, such Proposal will be rejected.
	25.6	Pursuant to ITC 18 [Technical Proposal: Format and Content], unless otherwise specified in the PDS the Consultant shall furnish as part of its Proposal, a proposal security in the form of Proposal Securing Declaration or Bank Guarantee or Insurance Bond as specified in the PDS in the format provided.
	25.7	The Proposal Securing Declaration or Security is required to protect the PE against the risk of Consultant's conduct which would warrant the security's execution, pursuant to ITC 25.10.
	25.8	Any Proposal not accompanied by a Proposal Securing Declaration or Proposal Security in accordance with ITC 25.6 shall be rejected by the PE as non-responsive.
	25.9	The Proposal Securing Declaration or Proposal Security of a JVCA must be in the name of the JVCA submitting the Proposal.
	25.10	A Consultant shall be suspended from being eligible for tendering in any contract with the PE for the period of time indicated in the Proposal Securing Declaration:

		(a) if the Consultant withdraws its Proposal, except as provided in sub-Clauses 25.3 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to (i) sign the contract, or (ii) furnish the required performance security
	25.11	In the case of Proposal Security, where the Consultant withdraws from proceedings, its security shall be confiscated.
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 position of each signatory in accordance to the requirements of the NeST, preferably Portable Document Format (PDF). The authorization shall be in the format provided in Section 4- Technical Proposal Standard Forms.

D. Proposal Submission

27. Proposal Submission	27.1	Proposals submitted electronically through NeST shall be considered to be true and legal version, duly authorized and duly executed by the Consultant and intended to have binding legal effect. The Consultant shall properly name his soft copies of documents before submission through NeST.
	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 prior to the closing time, and within the buffer time provided in systems after the closing of submission, and the Consultants shall receive an acknowledgement of receipt of their proposals or any amendment through the system.
	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 tender being unreadable for any reason, the tender submitted shall not be considered.
28. Proposal Submission Deadline	28.1	Proposals must be received by the PE through NeST no later than the date indicated in the NeST.
	28.2	The PE may, at its discretion, and before expiry of the submission, 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 deadline shall thereafter be subject to the deadline as extended.
29. Proposal Submitted Late	29.1	NeST does not allow a Consultant to submit its Proposals documents 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 withdraw is made prior to the deadline for submission of proposals prescribed under ITC28 [Proposal Submission Deadline]. Consultant shall receive an acknowledgement 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 specified in ITC28 [Proposal Submission Deadline].

E. Proposal Opening and Evaluation

31. Technical Proposal Opening	31.1	The Appropriate dashboard on the NeST shall be used for the technical
	31.2	The PE shall not open the Financial Proposals at this stage and shall be in the manner specified in ITC37 [Financial Proposal Opening].
32. Confidentiality	32.1	Information relating to evaluation of Proposals and recommendations on the Proposals or to other persons not officially concerned with the performance of the Contract. The undue use by any Consultant of confidential information shall be subject to the provisions of the Government's anti-fraud and corruption laws.
	32.2	Evaluation Committee of Technical Proposals shall have no access to Financial Proposals approved by the PE.
33. Proposal Clarification	33.1	The PE may, in writing, ask Consultants for clarification of their Technical Proposals during the evaluation of Technical Proposals. The response shall be communicated in writing, if sought, offered or permitted. The Consultants shall respond through the PE.
34. Contacting the Procuring Entity	34.1	Following the opening of the Technical Proposals, and until the contract is awarded, the PE.
	34.2	Any effort by a Consultant to influence the PE in its decisions on the evaluation of Proposals or contract award may result in the rejection of its Proposal.
35. Examination of Conflict of Interest Situation [COI]	35.1	During the evaluation of the Technical Proposals, the PE shall ascertain if a Consultant was short-listed. If the PE identifies a COI at this stage, it may reduce 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 evaluation of the Technical Proposal, the Consultant or ask the Consultant to remove the conflict and its cause. If the conflict cannot be removed, 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, the Consultant's proposal shall be rejected.
36. Proposal: Technical Evaluation	36.1	The PE shall evaluate and rank the Technical Proposals on the basis of the criteria, sub criteria, and points system specified in ITC 36.2.
	36.2	Technical Proposals shall be evaluated and ranked applying the following Qualification and Evaluation Criteria.
	36.3	Innovativeness will be appreciated, including workable suggestions. Unless the Consultant clearly states otherwise, it will be assumed that all suggestions are included in the inputs shown on the Consultant's staffing schedule.
37. Financial Proposal Opening	37.1	In the case of QCBS, Fixed Budget Selection (FBS) and LCS, after the opening of Financial Proposals, Consultants that have secured the minimum qualifying mark, indicating the date and time for the opening of financial proposals shall be within Seven (7) days after the notification date and shall be made available publicly in the appropriate section of the System.
	37.2	In the Case of Quality Based Selection (QBS), after the technical evaluation, Consultants that have secured the Maximum Score, indicating the date and time for the opening of financial proposals shall be within Seven (7) calendar days after the notification date and shall be made available publicly in the appropriate section of the System.
	37.3	The PE through NeST shall simultaneously notify those Consultants that were considered non-responsive to the RFP, indicating that their Financial Proposals were not opened.
	37.4	Financial Proposals shall be opened through NeST at the time specified in the appropriate section of the System after the Financial Proposals are opened.
38. Proposal: Financial Evaluation	38.1	The PE will review the detailed content of each Financial Proposal and request additional information from any Consultant who has submitted a Financial Proposal.
	38.2	Financial Proposals will be reviewed to ensure these are complete and correct. The evaluation shall include all local taxes, duties and other charges.
	38.3	In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be considered the winning proposal.

		other Financial Proposals will be computed as indicated as follows: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the low
39. Correction of Arithmetical Errors	39.1	Under Lump sum Contract, the Consultant is deemed to have included price adjustments shall be made. The total price, net of taxes under FIN-1) shall be considered as the offered price.
	39.2	The PE's evaluation of the Consultant's Financial Proposal shall be done in the PDS.
40. Conversion to Single Currency	40.1	Prices expressed in the various currencies shall be converted to a single rate of exchange issued by the Bank of Tanzania prevailing on the date of the PDS.
41. Proposal Combined Evaluation	41.1	In QCBS the Proposals will be ranked according to their combined score. P = the weight given to the Financial Proposal. The weight given to the Technical and Financial Proposals are are T and F respectively. Combined proposal evaluation shall be done using this formula; $S = (T \times P) + (F \times P)$ S is Overall Score T is Technical Score F is Financial Score The firm achieving the highest combined technical and financial score shall be selected.
	41.2	In the case of Fixed-Budget Selection, the PE will select the firm that has the lowest price that is within the budget. Proposals that exceed the indicated budget will be rejected. [Proposal: Negotiation].
	41.3	In the case of the LCS, the PE will select the lowest proposal ("evaluation and selection of the lowest evaluated proposal"). The selected firm will be invited for negotiations under ITC43 [Proposal: Negotiation].
42. Post-qualification of Consultants	42.1	The PE shall conduct post-qualification to determine whether the Consultant has the resources to carry out the contract. The post-qualification shall verify the first ranked consultant using non-discretionary criteria, as stated in the PDS, in a formal report.
	42.2	The criteria for post-qualification or due diligence shall include- (a) legal requirements: to verify, validate, and ascertain licenses, certificates, and registrations; it is not included in any "blacklist"; (b) technical requirements: to determine compliance of the consultant's qualifications, including, where applicable verification and validation of the consultant's competence and experience of the consultant's key personnel to be assigned to the project; (c) financial requirements: to verify, validate and ascertain the auditor's report; (d) knowledge of local working conditions; (e) current commitments; (f) litigation record; or (g) any other relevant criteria indicated in PDS.
	42.3	Where the Financial Proposal of the lowest evaluated Consultant is abnormally low, the PE shall conduct post-qualification. The following process shall apply: (a) The PE may reject a proposal if the PE has determined that the proposal is abnormally low in relation to the subject matter of the procurement. (b) Before rejecting an abnormally low financial proposal the PE shall conduct post-qualification which it considers contribute to the proposal being abnormally low. (c) The decision of the PE to reject a proposal and reasons for the decision shall be communicated to the Consultant concerned; (d) The PE shall not incur liability solely by rejecting abnormally low proposals.
	42.4	Where the first ranked Consultant does not meet the post-qualification criteria, post-qualification shall be conducted to the next ranked Consultant.
43. Proposal Negotiation	43.1	Negotiations will be held at the date and address indicated in the PDS. The PE's attorney to negotiate and sign a Contract on behalf of the Consultant. The Consultant shall confirm availability of all Professional staff/experts at the time of negotiations.
	43.2	Proposal Negotiation: Technical Negotiations will include a discussion of the Technical Proposal, the Consultant's qualifications and staffing, and any suggestions made by the Consultant to improve the proposal.

		Reference, staffing schedule, work schedule, logistics, and reporting Services”. Special attention will be paid to clearly defining the input the assignment. The PE shall prepare minutes of negotiations which
	43.3	<p>Proposal Negotiation: Financial</p> <p>The financial negotiations will reflect the agreed technical modifications, remuneration rates for staff and other proposed unit rates to suit the provided such reduction shall not make the proposal abnormally low. This is not applicable for proposals invited under a FBS.</p> <p>The financial negotiations will generally fine-tune the duration of cost increased or decreased from the relevant amounts shown or agreed</p>
	43.4	<p>Availability of Professional staff/experts</p> <p>Having selected the Consultant on the basis of, among other things, negotiate a Contract on the basis of the Professional staff/experts n assurances that the Professional staff/experts will be actually available. both parties agree that undue delay in the selection process makes. If this is not the case and if it is established that Professional staff/e firm may be disqualified. Any proposed substitute shall have equiv</p>
	43.5	<p>Proposal Negotiations: Conclusion</p> <p>Negotiations will conclude with a review of the draft Contract. To Agreement. If negotiations fail, the PE will invite the Consultant w fails the PE shall negotiate with the remaining responsive Consulta proposals.</p>

F. Contract Award

44. Contract Award	44.1	After completing negotiations and prior to awarding of the contract, the PE shall issue a Notice of Intention to Award (NIA) the contract in the format provided in Section 10 [Contract Forms]. The NIA shall be issued through TANePS to all Consultants who participated in the selection process giving them Seven (7) working days within which to submit complaints to the PE thereof, if any.
	44.2	Where no complaints have been lodged, the Consultant whose proposal has been accepted will be notified by Letter of Acceptance through TANePS of the award by the PE prior to expiration of the proposal validity period. The Letter of Acceptance shall be in the format provided in Section 10 [Contract Forms] and will state the sum that the PE will pay the successful Consultant in consideration for the execution of the scope of services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	44.3	The notification of award will constitute the documents formation of the Contract, subject to furnishing the Performance Security or Securing Declaration in accordance with ITC45 [Performance Security or Performance Securing Declaration] and the signing the Contract in accordance with ITC46 [Signing of Contract].
45. Performance Security or Performance Securing Declaration	45.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the PE a Performance Security or Performance Securing Declaration, and if required in the PDS, the Environmental and Social (ES) Performance Security, in the amount and in the form stipulated in the PDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
	45.2	<p>The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, to be provided by the successful Consultant, shall be in the form specified in the PDS which shall be in any of the following:</p> <ul style="list-style-type: none"> cash, certified cheque, cashier's or manager's cheque, or bank draft; 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; bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign consultant bonded by a foreign bank; or surety bond callable upon demand issued by any reputable surety or insurance company. <p>In the case of Bank Guarantee or Surety Bond, they shall be in the format provided in in the form provided in Section 10 [Contract Forms]. Any Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	45.3	Failure of the successful Consultant to comply with the requirements of sub-Clause 45.1 shall constitute sufficient grounds for cancellation of the award and the PE may resort to awarding the Contract to the next ranked Consultant or call for new tenders.
46. Signing of Contract	46.5	Promptly after notification of award, PE shall send the successful Consultant the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	46.2	Within fourteen (14) working days after furnishing the Performance Security or Performance Securing Declaration, the successful Consultant and the PE shall sign the Contract.
	46.3	Upon both parties signing the Agreement, the PE will promptly notify unsuccessful Consultants, the name of the winning Consultant and the Contract amount and will discharge the Tender Securing Declaration of the unsuccessful Consultant. The PE shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.
47. Advance Payment	47.1	The PE will provide an Advance Payment as stipulated in the Conditions of

		Contract, subject to a maximum amount, as stated in the TDS.
	47.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section 10 [Contract Forms]
	47.3	For the purpose of receiving the Advance Payment, the Consultant shall make an estimate of, and include in its Proposal, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of experts during the first month beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
48. Commencement of Services	48.1	The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

G: Review of Procurement Decisions

49. Right to Review	49.1	A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
50. Time Limit on Review	50.1	The Consultant shall submit an application for review within Seven (7) working days of the Consultant becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
	50.2	The provision of ITC 50.1 shall not apply to complaints referred to in ITC 44.1 [Contract Award].
51. Submission of Applications for Review	51.1	Any application for administrative review shall be submitted in writing through NeST to the Accounting Officer of a PE and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address provided in the PDS through NeST.
	51.2	For PEs with delegated procurement function, applications for administrative review for tenders 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	The application for administrative review shall include: (a) details of the procurement requirements to which the complaint relates; (b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; (c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; (d) documentary or other evidence supporting the complaint where available; (e) remedies sought; and (f) any other information relevant to the complaint.
	51.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
52. Decision by the Accounting Officer	52.1	The Accounting Office shall, within three (3) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	52.2	Where the head of a PE 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 ITC53.1 [Review by the Public Procurement Appeals Authority] and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.
53. Review by the Public Procurement Appeals Authority	53.1	Complaints or disputes which- a) are not settled within the specified period under ITC 52 [Decision by the Accounting Officer]; b) are not amicably settled by the accounting officer; or c) arise after the procurement contract has entered into force pursuant to ITC 46 [Signing of Contract], shall be referred to the Appeals Authority within three (3) 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]. The Appeal Authority shall, within thirty (30) days issue a written decision concerning the complaint or dispute stating the reason for the decision and remedies granted if any. The decision of the Appeal Authority shall be binding to the parties on the complaint or appeal and such decision may be enforced in any court of competent jurisdiction.
	53.2	The Public Procurement Appeals Authority (PPAA) may be contacted through

		address specified in PDS.
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SECTION 2: PROPOSAL DATA SHEET

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
1	Name of the PE	1.1	NATIONAL IRRIGATION COMMISSION
2	Service/Project/Proposal Identification		00005/2024/2025/C/49
3	Description of Services	1.1	Provision of Consultancy services for Construction Supervision of Dams and Irrigation Schemes in Morogoro, Pwani and Iringa Regions
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 Countries	6.1	Not Applicable.
9	Site visit	7.3	The site is: Iring Region for more information ENG PETER AKONAAAY 0753-895965 Date of site visit:11/11/2024 Time of site visit: 10:00
10	Details of a Pre-Proposal Meeting	10.1	Wil 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 required.
14	Professional Time Input	17.3	The estimated number of professional staff-months required for the assignment is: As indicated in the Terms of Reference staff months
15	Available Budget	17.4	Not Applicable.
16	Qualifications of Professional Staff	17.5	The minimum required qualifications and experience of professional staff are as indicated in the Terms of Reference and Qualification and Evaluation Criteria.
17	Training	18.1(l)	Provision Of Consultancy Services For Construction Supervision Of Dams
18	Additional information on the Technical Proposal	18.1(m)	Additional information on methodology, staffing and monitoring of training includes; Not Applicable
19	Reimbursable Expenses	19.1(d)	The reimbursable expenses shall be the following; 1. Cost Of Necessary Travel

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
2. Cost Of Printing			
20	Payment of Local Taxes	20.1	VAT Official Source of Information on Tax Obligations in Tanzania is obtained from www.tra.go.tz.
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	NO.
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.
25	Validity Period of the Proposals	25.1	For Local Consultants Currency shall be quoted in Tanzanian Shillings. 120 Days after the submission deadline date.
26	Proposal Security	25.6	Proposal Security in form of Proposal Security - Insurance Bond equivalent to 300000000 in the currency The Tanzanian Shilling.
28	Exclusion of Taxes in the Evaluation of Financial Proposal	39.2	Not Applicable
29	Currency for Conversion	40.1	Source of exchange: [EXCHANGE_RATE_SOURCE] Source of exchange date: [EXCHANGE_RATE_DATE]
30	Weights to Technical and Financial Proposals	41.1	Weight given to Technical and Financial proposals are; Technical: 80 Financial: 20
31	Post-qualification Criteria for consultants	42.2	Not Applicable.
32	Address for Contract Negotiations	43.1	Contract Negotiations address; P.o.box 146 Dodoma
33	Form of Performance	45.1	The Performance Security Type required is Performance Security - Insurance Bond in the amount equivalent to 2

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
	Security or Performance Securing Declaration		in the currency The Tanzanian Shilling.
34	Environmental and Social Performance Security	45.2	Not Applicable.
35	Advance Payment Security	47.1	Not Applicable
36	Date of Commencement of the Assignment	48.1	Date of Commencement of the contract : 29/10/2024 Location of the site assignment:: Morogoro, Pwani And Iringa Regions
37	PPAA Address.	53.2	The address for Appeals to PPAA: The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, Mkandarasi Place, 4th Floor Jakaya Kikwete rd P.O.BOX 1385, Dodoma Tanzania Phone Telephone:+255262962411, Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

3. 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
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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
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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	2020-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1.2
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5

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)	500000000
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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

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

Reputation (10 %)

Reputation	Tenderer is required to demonstrate any recognized reputation towards the performance by providing two references letters from any reputable procuring entity
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Experience in Previous Similar Assignments (60 %)

Title of Specialization area or Similar Projects and Conditions	The consult must specify specialization area or similar projects 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

2. Understanding Terms of Reference

Understanding of the Terms of Reference, Methodology and Proposal Quality of the Assignment (SCORE: 35)

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 Terms of Reference
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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
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Compliance with environmental and social aspects(reliability, sustainability,social and environmental aspects) (20 %)

Compliance to Environmental and Social	The consultant must comply with Environmental and Social
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3. Key Personnel

Qualifications of Key Personnel (SCORE: 35)

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
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 context of planning and design of Dam sand command areas	Geotechnical subjects and proven experience in geotechnical investigations and analysis including safety aspects in the context of planning and design of Dam sand command areas	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
Team Leader: Civil/ Irrigation or Water Resources Engineer Specialist	MSc degree	Civil/ Irrigation or Water Resources Engineer	40 years and above	ten (10) years of 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.	The Team Leader (TL) must be a licensed professional engineer with demonstrated expertise in managing water resources, which includes dams and reservoirs.
Safeguard or Environmental Specialist	a minimum of Master's degree in either Environment, Environmental Engineering, Natural Resources Management or	Environment, Environmental Engineering, Natural Resources Management or related field.	35 years and above	He/she must have at least cumulative experience of ten (10) years of practical working experience in undertaking ESIA studies or other related projects. In	must be registered as EIA Expert with NEMC

	related field.			addition,	
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.

Adequacy for the Project (60 %)

Required Similar Assignments	The consultant must specify similar assignments
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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 experts.
Nationality of Key Experts	The consultant must specify Nationality of Key Experts

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 4: 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 sy</i>
2.	Consultant's Organization and Experience.	<i>This information will be available in tenderer is required to fill in all req 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 sy</i>
4.	Description of the Approach, Methodology, and Work Plan for Performing the Assignment.	<i>The form is available in the sy</i>
5.	Work Schedule and Planning for Deliverables.	<i>The form is available in the sy</i>
6.	Team Composition, Key Experts Inputs.	<i>The form is available in the sy</i>
7.	CV of Professional Staff.	<i>The form is available in the sy</i>
8.	Proposal Securing Declaration/Proposal Security – Bank Guarantee/Proposal Security – Insurance Bond	<i>The form is available in the sy</i>
9.	Power of Attorney.	Power of Attorney.
10.	Anti-bribery Pledge.	<i>The form is available in the sy registration and shall apply to</i>

CODE OF CONDUCT FOR EXPERTS (ES)

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 work place 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): _____

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 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

Form TECH-12: Provide a brief description of the Consultant's training, contents of training, training methodology, staffing and monitoring, 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 brief description 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 brief explanation of Training methodology the Consultant will use to carry out the training assignment.

E - Consultant's Training Staff

Provide brief explanations of list of proposed staff.

F - Consultant's Training Monitoring

Provide brief explanations and how monitoring will be carried out

Firm's Name:

Authorised

Signature:

SECTION 5: FINANCIAL PROPOSAL - STANDARD FORMS

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

SECTION 6: ELIGIBLE COUNTRIES

H. ELIGIBLE COUNTRIES

54	54.1	<p>All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:</p> <ul style="list-style-type: none">(a) as a matter of law or official regulation, the Government of the United Republic of Tanzania prohibits commercial relations with that country, provided that the Government of the United Republic of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the United Republic of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.
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SECTION 7: TERMS OF REFERENCE

LOT NO. 00005/2024/2025/C/49

Provision of Consultancy services for Construction Supervision of Dams and Irrigation Schemes in Morogoro, Pwani and Iringa Regions

GFS Code: 22018107 - Outsource maintenance contract services

Mode of Payment

12. Payment to the Consultant

12.1 General

Payments for services rendered as outlined in these Terms of Reference will be made in Lump sum.

12.1 Payments to the Consultant During the Review Pre-Construction Appraisal Phase

The Consultant shall build up the costs for carrying out the assignment and Payment (Lump-sum) under Review Pre-Construction Appraisal Phase shall be made according to the following schedule:

- 20% of the lump sum amount will be paid upon submission of an acceptable Inception Report.
- 40% of the lump sum amount will be paid to the Consultant upon submission of an acceptable Draft Final Design Review Report, drawings, and ESIA, which includes an Environmental Management Plan, Resettlement Action Plan (RAP) reports
- 40% of the lump sum amount will be paid to the Consultant upon submission of the Final Design Review Report, drawings, and ESIA, including an Environmental Management Plan, Resettlement Action Plan (RAP) reports.

Payment for all Provisional sums must be supported by relevant confirmation documents.

12.2 Payments to the Consultant During Construction Supervision Services

Payments for services rendered as outlined in these Terms of Reference will be made in Lump sum. This will include remuneration for approved personnel and any applicable reimbursable expenses related to the irrigation projects. The consultant's remuneration is deemed to cover all statutory obligations, travel expenses, and support from their Head Office, as well as responsibilities related to the project. However, it does not include any additional services not outlined in the Terms of Reference.

12.2.1 Advance

An advance payment of not more than 15% of the total cost may be provided to cover initial mobilization costs upon submission of acceptable Bank guarantee.

12.2.2 Reimbursable Expenses

Reimbursable expenses, which cover all out of pocket expenses, will be made against acceptable documentary evidence, as agreed with the Client.

12.2.3 Payment certificates

Payment invoices will be subjected to 5% retention to a maximum of 10% of the contract sum which will be released after the Consultant has furnished the final completion report and as-built drawings.

12.2.4 Other payments

No other payments will be made to the Consultant under this contract.

Project Description

2. Project Description

Irrigation development in Tanzania is critically important for ensuring that the country's abundant irrigation potential is realized through well-developed infrastructure for crop irrigation, pasture management, and aquaculture. This initiative will lead to reliable and sustainable crop production, contributing to food security and poverty reduction. Worldwide evidence has shown that effective irrigation can increase crop production by three to four times compared to rain-fed agriculture.

To address low productivity and frequent food shortages, it is essential to improve irrigation infrastructure. By harnessing Tanzania's abundant irrigation potential, the country can enhance agricultural practices that support food security and poverty alleviation.

The Government of Tanzania recognizes the significance of irrigation development and, through the National Irrigation Commission (NIRC), is committed to moving ahead with the successful execution of construction projects, including Mkombozi, Mgambalenga irrigation schemes etc in Morogoro, Pwani and Iringa regions. To ensure the sustainability and successful implementation of these projects, NIRC intends to engage consultants for the construction supervision of all irrigation projects in the regions, with contract values exceeding ten billion Tanzanian shillings

ENVIRONMENTAL AND SOCIAL POLICY

17. ENVIRONMENTAL AND SOCIAL POLICY

The client has an Environmental and Social Policy that will be adhered to during the implementation of the project. The policy shall be provided to the Consultant

Stakeholders Engagement and Involvement

13. Stakeholders Engagement and Involvement

The consultant shall organize monthly site meetings to facilitate organizational and stakeholder engagement and ownership of the project outputs. These meetings will present reports and review the progress of the work with key stakeholders, including Central and Local Government officials and representatives from the farming community. The meetings will be held at the Contractor's site camp.

Project Coordination

14. Project Coordination

(i) The Consultant shall be accountable to the Director General, NIRC, for all contractual matters and will work closely with the Director of Infrastructures Development at the Headquarters to receive the technical guidance necessary for the successful completion of specific contractual tasks. The designated Project Engineer from the NIRC Regional Office will serve as the point of contact for day-to-day communication regarding project-related issues.

(ii) During the execution of the assignment, the Resident Engineer shall maintain close liaison with the NIRC Regional Irrigation Engineers for Morogoro, Pwani and Iringa regions to obtain support services related to the assignment, particularly those requiring consultation with local and regional authorities.

Address;

The Director General,

National Irrigation Commission

4 Skilla street, 41112 South Kikuyu,

P.O. Box 146

Dodoma

Email: info@nirc.go.tz

Consultant's Responsibilities

6. Consultant's Responsibilities

The responsibilities of the Consultant for construction supervision on irrigation projects are as follows:

(a) The Consultant shall employ qualified and competent personnel to provide comprehensive construction supervision for the project, as outlined in this Terms of Reference (TOR). The Consultant may hire additional experts as necessary to ensure successful project completion, at no extra cost to the client. The Consultant and their team should be prepared and willing to collaborate with counterpart employees.

(b) The Consultant will make every effort to deliver the required services on schedule and with diligence, as specified in the contract. To this end, the Consultant must provide complete curriculum vitae in the prescribed format for each proposed team member. Additionally, the Consultant should aim to retain qualified personnel throughout the project duration. Relevant years of experience will be considered an advantage.

(c) To ensure successful project implementation, the Consultant is responsible for meeting all financial obligations for their staff, including travel expenses to and from the country, welfare benefits, and salaries.

(d) If any employee is unable to complete their tasks or is deemed unfit by the client, the Consultant shall replace them with an individual of comparable training, experience, and skills acceptable to the client.

(e) The Consultant will cover all costs related to lodging and other services for their employees during the assignment. They will also manage the procurement or hiring of any vehicles required, as well as arrange for the transportation of office machinery and technical equipment. Additionally, the Consultant is responsible for scheduling and funding any laboratory analyses, topographic data collection, soil surveying, and related services, including report printing.

(f) All supplies purchased for the project, as 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 shall submit calculation models to the Employer if requested.

(h) The Consultant must maintain thorough records of all work completed on the assignment and must transfer all documents, working papers, computations, and computer data generated during the assignment to the Project Implementation Unit. This includes a complete set of contract drawings, sketches, and specifications, all organized appropriately in English.

(i) The Consultant shall not assign or subcontract any part of the professional engineering services outlined in this TOR to any person or firm without the prior written consent of the National Irrigation Commission.

Scope of the Assignment

4.SCOPE OF THE ASSIGNMENT

4.1 Construction Supervision

Construction supervision activities shall cover three distinct phases:

- i. Review of Pre-Construction Appraisal Phase
- ii. Construction Supervision Phase; and
- iii. Defects Liability Phase.

4.2.1 Review Pre-Construction Appraisal Phase

During the pre-construction phase, the consultant's task shall include, but not limited to the followings:

- i. Perform design appraisals and, where appropriate, propose modifications with working drawings in consultation with the Client;
- ii. Facilitate Sites Handover for the Works to the Contractors;
- iii. Review Contractors' Environmental and Social Management Plans (C-ESMP), taking into consideration the provisions made in the initial project ESIA, ESIA Certificate Conditions of Approval by issued by NEMC, and any associated Environmental and Social Assessments undertaken during project planning, implementation and operation. The C-ESMP shall cover all project activities to be undertaken by the Contractors, including the main project linear works, supporting facilities such as Camps, Equipment Storage Yards, Materials sites (gravel, sand, clay, stone aggregates, etc);
- iv. Ensure that insurance, performance securities and advance payments guarantees are furnished by the Contractor in time. In liaison with the Employer, shall validate these documents and ensure authenticity in order to issue the commencement notice for the construction;
- v. Review and make recommendations to the Contractor's procurement schedule;
- vi. Ensure that the Contractor conforms with the legal, health and safety standards and all safe guards' requirements;
- vii. Review Construction Supervision and Quality Assurance Plan (CSQAP), understand the requirements of CSQAP and reflect the requirements in the proposed supervision methodology;
- viii. Review the Environmental and Social Monitoring Plan (ESMP), outline and disseminate the mitigating/enhancing, monitoring, consultative and institutional measures required to prevent, minimize, mitigate or compensate for adverse environmental and social impacts or enhance the beneficial impacts;
- ix. Prepare minimum safety standards for workers. Ensure tools and guidelines for safeguard procedures specifying minimum safety procedures are available and accessible to all sites staff for consultants, contractors and workers;
- x. Develop and establish construction management systems and procedures for correspondences and notices among Employer/Consultant/Contractor ensuring effective administrative link between the Client and contractor; for site management documentation, reporting, duties and responsibilities of key consultant's staff, site approvals etc. ensuring that the construction work is carried out in accordance with the contract design and specifications, typically with a team including full-time specialists, quality control inspectors, field technicians, and quantity surveyors;
- xi. Develop and establish a Quality Control and Quality Assurance System and review and approve the contractor's Quality Assurance Plan; and
- xii. Review and approve the contractor's method statements before construction as required in the technical specifications for all important elements of the project and check for any non-compliant methods, equipment, or materials to be corrected before work commencement. Handle contractor's claims in a timely manner and advise the Client accordingly.

4.2.2 Construction Supervision Phase

The Consultant shall deploy a full-time on-site supervision team. The team shall be responsible for supervising the entire construction process. During the entire construction process, the Consultant shall work closely and in cooperation with the Employer's project team.

The Consultant's tasks shall include, but not be limited to the following:

- i. Review the Contractors' work programs (Acceptable and compatible software) and method statements while highlighting areas that may pose a risk to works scope, quality and timely completion. Identify the key milestones and the critical path activities. Analyze relevance of activities and consistency with project works Programme and provide advice to eliminate unnecessary/redundant activities;
- ii. Review Contractor's proposed resources (labour/staff, equipment and materials), utilization, deployment, productivity and efficiency. Undertake a detailed works analysis and ensure the detailed works project schedule presents realistic resource utilization and deployment and productivity rates (labour & equipment) for each activity to attain the target outputs and is synchronized with the work programme and updated on a monthly basis;
- iii. Review and approve the contractor's method statements before construction as required in the technical specifications for all important elements of the project and check for any non-compliant methods, equipment, or materials to be corrected before work commencement. Handle contractor's claims in a timely manner and advise the owner accordingly;
- iv. Carry out Environmental, Social, Health and Safety due diligence during acquisition and operation of all the

supporting facilities by the Contractors, including technical supervision of conduct of applicable statutory assessments;

v. Ensure that the Contractor conducts the necessary environmental and social assessments, and obtains the requisite statutory approvals (such as licenses, certificates, permits, etc.) for any proposed auxiliary facilities including campsites, equipment yards, borrow pits, quarry sites, dumpsites, before establishment and/or installation of equipment, etc.;

vi. Ensure that the Contractor works within the environmental and social frameworks as detailed in the project's Environmental and Social Impact assessment (ESIA)/Environmental and Social Management Plan (ESMP) and the Resettlement Action Plan (RAP), and compliance with the relevant National policies and legal Framework;

vii. Review and make recommendations to the Contractor's procurement schedule, and supervise the Contractor's procurements, ensuring that all materials are from the right source, quality and of sufficient quantities;

viii. Inspect and assess all proposed works sites, quarry and borrow areas and materials for the project;

ix. Ensure adequacy of implementation of the mitigation measures and strengthening of compliance to environmental and social safeguards procedures (ESAP);

x. Ensure range and nature of safety measures at works sites and their supervision are in place and implemented;

xi. Supervise the Contractor's actual work progress versus the planned work programme and ensure that delays are kept to a minimum and, that the Contractor at their cost takes measures to make up for time lost and pull the project back to planned schedule. In addition, the Consultant is required to keep a monthly updated work program in liaison with Contractor;

xii. Timely issue to the Contractor all the necessary correspondences related to information, instructions, clarifications and suggestions to ensure consistency in quality, positive progress and planned costs;

xiii. Inspect, determine and approve the part of works before, during and after construction of part and, or whole of the works to ensure all time compliance with the specifications and standards;

xiv. Supervise the Contractor's construction activities, ensuring that all construction is undertaken as designed, or in accordance with client-approved variations to the original design, and that all quality standards are met;

xv. Advise the Employer on variation orders.

xvi. Undertake and prepare revised designs, improvements or modifications as necessary during construction;

xvii. Review and approve any amendments to designs from the Contractor;

xviii. Ensure that the Contractor has issued insurance of all personnel for accidents liabilities during construction;

xix. Inspect and certify all completed works. Certify payment certificates for payments of completed works or parts thereof. Measure and certify all quantities invoiced by the Contractor. Prepare the contractor's payment statement including final certificate in accordance with General Conditions of Contract and Conditions of Particular application;

xx. Ensure that the Contractor perform quality tests for materials and concrete and provide reports from approved laboratories according to the approved and agreed upon quality standards to the client, and approve the materials procured by the contractor for the works to ensure that they comply with design assumptions and specifications;

xxi. Undertake independent tests or inspections as considered necessary to confirm that the construction is completed in accordance with the design intent;

xxii. Periodically review the status of the Contractor's real versus required staffing, equipment, insurance, status of performance securities, advance payment guarantees and recommend appropriate actions to the client. In addition, the Consultant will check the status of expiry of the performance bond and advance payment guarantee and recommend appropriate actions (if applicable) to the Employer;

xxiii. State all methods and procedures that are intended to ensure robust quality control, execute all procedures accordingly, and report on all quality control undertakings and their results to the Client;

xxiv. In addition to continuous construction supervision, schedule and organize a weekly formal inspection of activities with the Contractor's representatives and agree with the Contractor on progress made;

xxv. Undertake regular delay surveys to facilitate acquisition of specific site production and productivity of the works (labor and equipment) or materials availability for the Contractor. Monitor and document Contractor inefficiencies, disruptions and delays and determine problems and advise on solutions to improve works progress rates;

xxvi. Periodically prepare a risk management plan for the construction project. Carry out risk identification for potential delays, disruptions, disputes arising from compensation events, reliability of materials sources and delivery and unforeseen ground conditions and environmental hazards and their potential impacts on construction methods. Undertake analysis/assessment of potential risk identified and evaluate effects (qualitatively and quantitatively) and ranking of occurrence and classify as major, moderate or minor. Draw-up risk response to circumstances to include possibilities for risk avoidance, transfer or controllable/minimization;

xxvii. Advise the Employer on contractual obligations and establish early warning systems to minimize occurrence from potential compensation events and subsequent claims for time extension and/or costs;

xxviii. Develop and maintain a project progress reporting format that is both, concise and in accordance with the Employer's requirements;

xxix. Monthly progress reporting to the client, and immediate reporting shall any issues be identified that could affect the project completion schedule. This shall include arrangement for site meetings as and when they may be required;

xxx. Monitor the value of works executed against payments made to the Contractor and report to the Employer

- monthly consistency against programme of expenditure and works giving reasons and recommendations;
- xxxi. In consultation with the Client, and if necessary, prepare variation orders.
- xxxii. Schedule and organize witness-testing events, including contractual tests for the completed works;
- xxxiii. Maintain daily site records on prevailing weather conditions, labour productivity, availability and operational condition of key plant, plant productivity, daily activity outputs, and disputes between employers and staff as well as between contractor and local residents, and all other observations that may be of importance in case of any arbitration or legal disputes;
- xxxiv. Ensure that the contractor meets Environment, Social, Health and Safety requirements(ESHS) as indicated in Annexes 1 and 2, and in the project ESIA/ESMP;
- xxxv. Ensure that the contractor works within the environmental and social frameworks as detailed in the project's environmental social impact assessment (ESIA) and environmental and social management plan (ESMP) and the Resettlement Action Plan (RAP). Document and verify any complaints and grievances from project affected persons/workers. Ensure adherence to the NEMC Certificate of Approval Conditions;
- xxxvi. Ensure that there is timely and coordinated response to environmental and social issues – a functional system of reporting safeguard issues in place and issues of concern by different stakeholders regularly discussed and responded to;
- xxxvii. Develop and maintain an Environmental and Social Compliance management “Tracker” to document implementation C-ESMP and instructions issued during project implementation by the Contractors;
- xxxviii. Develop and maintain an Accident Log during project implementation and undertake to report serious and severe accidents to the Employer within 24hours of occurrence;
- xxxix. Document the responses to environmental and social issues of concern raised by different stakeholders. Ensure preparation of quality and timely environmental and social reports on regular monthly basis;
- xl. The Consultant shall guide the Contractors on compiling Operation and Maintenance Manual and shall forward three (3) copies of the Manual to the Client as shall be provided for in the Works Contract;
- xli. Commission and approve completed systems and facilitate hand over to Employer;
- xlii. Prepare snag lists after substantial completion of works;
- xliii. Prepare environmental and social audits and certification with regulatory authority;
- xliv. Prepare the ‘substantial completion report’ prior to technical handover; and
- xlv. Facilitate technical commissioning of the project.

4.2.3 Defects Liability Phase

The Consultant shall ensure and conduct supervision and monitoring every three months during the Defects Liability Period. Throughout this period, the Consultant will collaborate closely with relevant operational staff, as designated by the Employer. The Consultant's responsibilities during the Defects Liability Period shall include, but are not limited to, the following tasks:

- i. Supervise and update the Contractor’s snag list, as agreed and contained in the substantial completion report;
- ii. Monitor the performance of all hydraulic works and equipment, notify both the Contractor and the Client on defects identified, and recommend remedial actions;
- iii. Supervise and certify the remedying of any defects that become apparent during the Defects Liability Phase;
- iv. Review and supervise the agreed upon ‘on the job’ training programme of operational staff by the Contractors;
- v. Ensure that the Contractors supply complete sets of all works manuals, drawings, models, warranties, and other relevant documentation to the Employer. The supervision Consultant shall point out all items missing and recommend actions to be taken to the Employer;
- vi. Review, approve, and certify ‘As-Built’ drawings;
- vii. Compile and document the schemes Asset Register in digital format by using GIS software or any other softwares as will agreed by the Client;
- viii. Review and certify the Final Statement of Accounts;
- ix. Develop and maintain a Defects Liability reporting format that is both, concise and in accordance with the Employer’s requirements;
- x. Hold regular scheduled meetings with the Contractors and Employer where all defects identified are recorded and a time schedule for remedying these shall be agreed;
- xi. Prepare monthly progress reporting to the Employer on the operational status of scheme and or Dam;
- xii. Prepare Final Completion Report, including the design modifications (detailed analysis);
- xiii. Assist the Employer in the final handover and acceptance process, including all associated administrative work, such as the discharge certificate (Defects Liability Certificate) for the Contractor; and
- xiv. Update Asset Register.

The Consultant is expected to provide in his proposal a work breakdown and schedule, which will show how he is going to accomplish the above among other requirements of the assignment.

ACTIONS REQUIRING CLIENT CLEARANCE DURING CONSTRUCTION SUPERVISION

16. ACTIONS REQUIRING CLIENT CLEARANCE DURING CONSTRUCTION SUPERVISION

The Consultant should be aware that any actions taken under the civil works contracts, where the Consultant is designated as the "Engineer," must receive written approval from the Client, acting as the "Employer," for the following actions:

- 1.Utilization of provisional sums
- 2.Variations to the works that result in any cost increase
- 3.Selection of locations for Workers' Campsites
- 4.Siting of Stone Quarries
- 5.Construction Environmental and Social Management Plans (ESMPs) developed by the Contractors

Deliverables/Reports

Item	Description
Acceptable inception report	<p>10.REPORTING REQUIREMENTS During the course of each assignment, the Consultant shall submit reports for the review of the pre-construction appraisal phase, the construction phase, and the defect liability phase. The minimum requirements for each of these phases are elaborated in the subsequent descriptions.</p> <p>10.1.1Reporting Requirements – Review of the Pre-Construction Appraisal Phase This report will include the results of the study and review of the design and contract documents, along with any necessary modifications or improvements. It will also detail the outcomes of the review of the contractor's work program, modifications made, the status of the consultant and contractor's mobilizations contractor requirements, and other relevant ESHS plans or documents. Additionally, it will address any matters requiring action from the Client. The report shall be submitted in four (4) copies to the NIRC within 30 days after the commencement of the works contract. One copy will be sent to the NIRC Regional Irrigation Offices in Dodoma, Manyara and Singida. The Client shall review and provide comments on the Inception Report within seven (7) working days, enabling the Consultant to proceed smoothly with the next steps of the assignment. Furthermore, the report will include any additional findings or recommendations based on the review process. This report shall present the following key components: i) Design Review – To ensure adequacy in the design of construction works and facilitate smooth implementation of the project. ii) Work Program Analysis – To assess the adequacy of the detailed work program, ensuring consistent, realistic, and timely completion of the defined scope and desired quality through the utilization of Critical Path Analysis. iii) Resource Assessment – To include resource procurement scheduling, utilization, and reliability, optimizing productivity and efficiency to achieve the target outputs and milestones of the detailed work program. iv) Construction Risk Management Plan – To elaborate on the identification, analysis, assessment, response, and mitigation of potential risks associated with the construction project, including unforeseen conditions and environmental hazards. v) Construction Management System – To outline the construction management protocols, obligations, responsibilities, and procedures for notices, communications, site documentation, reporting, and approvals (both on-site and off-site). vi) Safeguards Review – To assess compliance with legal, health, safety, and other safeguards, as well as to review the Contractors' ESMPs stipulating the procedures, tools, and methods to be followed for the construction works. vii) Quality Control and Quality Assurance System – To detail the specific quality control mechanisms and quality assurance systems that will be established.</p>
Reporting Requirements – Construction Supervision phase	<p>10.1.2 Reporting Requirements – Construction Supervision phase i. Monthly construction progress reports: The monthly progress reports shall state the status of project implementation (i.e., actual vs. planned physical progress; actual vs. planned expenditures), financial information, all agreed and</p>

	<p>all new variation and compensation events, all issues requiring client attention, environmental and social safeguards, health and safety information, and other information that may have an impact on project progress. The report shall include the Engineer’s opinion of the current physical progress, quality of works and future prospects on timely completion and costs. The report shall include a Gantt chart, a detailed works schedule with resources inputs, productivity rates and outputs for each works activity. It shall also include photographic evidence of progress. In addition, the report shall project cashflows and work progress over the next three months.</p> <p>ii. Substantial works completion report: The substantial completion report shall state the project scope, principal activities by the consultant and the contractor (including deployment of resources during project implementation), the contractor’s performance, all project relevant observations of the consultant, major issues that were encountered during project implementation and how these were solved, the project schedule citing all delays if any, and financial information. Most important, the substantial completion report shall include a list with all snags to be addressed during the Defects Liability Period, if any, and propose a time schedule for addressing the issues that have been identified.</p> <p>iii. Operational manuals: The consultant shall ensure that suppliers/manufacturers/the contractor submit all operational manuals to the client in the format and numbers of copies specified agreed at substantial completion. In addition, all equipment supplied including those from abroad shall be accompanied by warranties and guarantees for at least ten (10) years.</p> <p>iv. As-built drawings: The supervision consultant shall submit all ‘as- built drawings to the client in the format and numbers of copies specified at substantial completion.</p> <p>v. Asset register update: The supervision consultant shall collect data on all rehabilitated and new assets for updating the client’s asset register for each of the schemes. The software used for this purpose shall be agreed with the client. Data on the location of all civil structures shall be handed to the client as in ArcView GIS, or a format agreeable to the client.</p> <p>vi. Hydraulic models and associated design modification reports: If found necessary and if agreed by the Client, the Consultant shall build a hydraulic model of the irrigation scheme infrastructure. A model shall be built as part of the project. The Consultant shall submit a ‘model build and verification report’, all calculations sheets, and all hydraulic models (verified model, needs model, and options models). The hydraulic models shall be in software that is to be agreed with the client.</p> <p>vii. Safeguards Reports: Shall state the periodic compliance to all legal, health, safety and all safeguards’ requirements. The evaluation of the ESMP shall be presented indicating the potential impacts and measures undertaken to mitigate or minimize their effects on a monthly basis and for the entire construction period.</p> <p>viii. Incident Reports: The consultant shall be required to be part of the reporting of incidents to the client</p>
<p>Reporting Requirements – Defects Liability Phase</p>	<p>10.1.3 Reporting Requirements – Defects Liability Phase</p> <p>During the Defects Liability Phase, the consultant shall submit reports as stated in Table 3. The reports shall, as a minimum, meet the following requirements:</p> <p>i. Quarterly Monitoring Reports</p> <p>The interim progress report shall state the progress of the contractor on addressing items on the snag list, all observations on the performance of the project installations, system weaknesses and defects, and warranty issues. In addition, the report shall report the consultant’s and/or the contractor’s progress on the undertaking of staff training. The reports shall also include progress on safeguard management including provisions in abstraction and discharge permits and grievance management.</p> <p>ii. Completion of Training Report</p> <p>The completion of the training report shall state the training obligations of the Consultant and the contractor, as agreed with the client, the type and duration of training activities undertaken, the number of participants in each training and</p>

	<p>their professional background, training outputs and achievements, as well as recommendations for further / continued training if any.</p> <p>iii. Final Completion Report</p> <p>The final completion report shall include the same type of information as outlined for the 'substantial completion report'. In addition, it shall show the status of all outstanding actions that were to be completed during the Defects Liability Period.</p>																												
Summary of Reporting Requirements	<p>10.1.4 Summary of Reporting Requirements</p> <p>As indicated in Tables 3 below, the Consultant will be required to produce and submit the following principal reports and documents in the quantities and timing indicated. At each reporting stage, the Consultant shall also be required to submit to the Client an electronic copy, using the software specified in Table 3 below:</p> <p>Table 3: Summary of reporting requirements</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Timeline for submission from contract effectiveness</th> <th>No. of hard copies</th> <th>Electronic contact</th> </tr> </thead> <tbody> <tr> <td colspan="4">Construction Supervision</td> </tr> <tr> <td>Pre-Construction Appraisal Report</td> <td>By the end of three weeks after commencement of works</td> <td>4</td> <td>Word; Excel; Project (time)</td> </tr> <tr> <td>Monthly construction progress reports</td> <td>Monthly from the commencement of works</td> <td>4</td> <td>Word; Excel; Project (time)</td> </tr> <tr> <td>Substantial construction works completion report, including the following; <ul style="list-style-type: none"> i. Operations Manuals ii. Assets register iii. Hydraulic Models iv. As-built drawings </td> <td>By End of month 18</td> <td>4</td> <td>Word; Excel (Hydraulic drawings); (location rehabilitated)</td> </tr> <tr> <td>Defects Liability Monitoring report (quarterly)</td> <td>Quarterly starting from the commencement of Defects Liability period</td> <td>4</td> <td>Word; Excel</td> </tr> <tr> <td>Final completion report and completion of training report</td> <td>One month after completion of Defects Liability period</td> <td>4</td> <td>Word; Excel</td> </tr> </tbody> </table>	Description	Timeline for submission from contract effectiveness	No. of hard copies	Electronic contact	Construction Supervision				Pre-Construction Appraisal Report	By the end of three weeks after commencement of works	4	Word; Excel; Project (time)	Monthly construction progress reports	Monthly from the commencement of works	4	Word; Excel; Project (time)	Substantial construction works completion report, including the following; <ul style="list-style-type: none"> i. Operations Manuals ii. Assets register iii. Hydraulic Models iv. As-built drawings 	By End of month 18	4	Word; Excel (Hydraulic drawings); (location rehabilitated)	Defects Liability Monitoring report (quarterly)	Quarterly starting from the commencement of Defects Liability period	4	Word; Excel	Final completion report and completion of training report	One month after completion of Defects Liability period	4	Word; Excel
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Selection Procedure

5. Selection Procedure

The selection Procedure for Consultancy Services will be Quality and Cost Based Selection (QCBS) as per PPR, CAP 410, 2023

Data, Services and Facilities to be provided by the Client

9. Data, Services and Facilities to be provided by the Client

The Client will support the Consultant in the following ways:

- i. Providing the Consultant with existing information, data, reports, and maps at no cost
 - ii. Securing formal consent from independent authorities or individuals with rights or authority related to the works or the site;
 - iii. Acquiring ministerial orders, approvals, licenses, and permits necessary for the works;
 - iv. Registering a non-Tanzanian firm and key personnel with the Engineers Registration Board or similar professional organizations. Any related costs will be the responsibility of the Consultant
- The Consultant will have unrestricted access to this information, data, and reports during the execution of the proposed services.

SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

15. SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

At the start of the works contract, the Contractor will provide the following services to the supervision consultant:

1. A fully furnished site office.
2. Survey equipment.
3. In-situ soil testing laboratory equipment.

The Consultant will bear the cost of transportation during the construction stage and should account for these expenses in the proposal if necessary.

Background

1. Introduction

The Government of the United Republic of Tanzania, through the National Irrigation Commission under the Ministry of Agriculture, is actively engaged in constructing dams and irrigation schemes across several regions of mainland Tanzania to improve agricultural productivity and ensure food security. Currently, in Morogoro, Pwani and Iringa regions where the construction of dams and irrigation schemes is taking place. The projects being undertaken in these regions include Mkombozi, Mgambalenga irrigation schemes etc.

To ensure the smooth implementation of the projects and their future sustainability, the National Irrigation Commission plans to engage a consultant to oversee the construction works for all irrigation projects which have project costs exceeding ten billion in the above-mentioned regions. This initiative aims to enhance irrigated agricultural land, modernize farming techniques, boost farmers' incomes, and improve the overall quality of life in farming communities. Furthermore, the initiative seeks to create employment opportunities, foster advanced agricultural enterprise development, promote sustainable land use, and ensure efficient management of water and natural resources.

Duration of the Assignment

11. Duration of the assignment

The assignment covers 18 months for construction supervision and 12 months for the defects liability period (DLP). The engagement starts with the signing of the Agreement for the Services and ends after the final inspection of the works at the conclusion of the DLP, provided the Consultant has completed all obligations. The staff time inputs shall accordingly be provided in accordance with the Consultant's professional judgment and knowledge of the local conditions and needs.

Consultants Personnel

Item	Description
Key Staff	<p>7. Firms Qualifications, Logistical Setup and Staffing</p> <p>The Consultant must demonstrate experience in completing at least two (2) similar projects within the past 10 years. Similar projects are defined as those involving the supervision of construction for water storage dams, bulk conveyance systems, and irrigation distribution networks, such as lined canals or pipelines, with a minimum value of TZS 3 billion.</p> <p>In the technical proposal, the consultant should provide detailed information on the anticipated logistical setup and the deployment of appropriate expertise for</p>

successful project execution. The consultant must also present a staffing schedule that clearly outlines the involvement and duration of each team member at various stages of the project. Additionally, an organogram showing the roles and responsibilities of each staff member, along with the line management structure, should be included in the proposal.

It is recommended that the consultant incorporate local expertise into the project team. Throughout the project, all proposed personnel must remain available for the assignment. Any changes in staff will only be accepted under exceptional circumstances and with the Client's approval.

Table 1 provides an overview of the essential personnel and their estimated time commitments for the respective assignments. The key personnel must, at a minimum, complete the assignment within the designated timeframe

Table 1: Required Personnel and estimated Time input

SN	Expert	General experience (years)	Specific experience (years)	Number Required	Period (Man-month)	Total
A. Key Staff						
1	Project Manager	15	10	1	18	18
2	Resident Engineer	15	10	3	18	54
3	Geotechnical/Structural Engineer	10	5	1	18	18
4	Hydraulic Engineer	10	5	1	18	18
5	Land Surveyor	10	5	1	18	18
6	Environmental Specialist	10	5	1	18	18
7	Social Development Specialist	10	5	1	18	18
Total Man-Month						172
B. Mandatory Non-Key Staff						
1	Assistant Resident Engineers (3No.)	7	5	3	18	54
2	Clerk of Works (3No.)	5	3	3	18	54

Table 2: Staffing Requirements

The consultant's team must include, but not limited to, the following key professionals and experts. Each expert should hold a university degree in their respective field, be registered with relevant professional boardie's, possess practicing certificates, carry professional indemnity insurance, and have a proven track record in executing similar projects.

Key expert	Core role	Minimum Overall experience	Minimum Related experience
Project Manager	Project management for the consultancy contract assignment,	15 years	10 years

Key expert	Core role	Minimum Overall experience	Minimum Related experience
	coordination and review of report documents. Review contractual claims referred by the Resident Engineer.		
Hydraulic Engineer	Supervise the construction of major hydraulic structures and perform design improvements as necessary.	10 years	5 years
Geotechnical/Structural Engineer	Supervise the major geotechnical works for foundations of major earth works, hydraulic structures and building structures during construction and perform design improvements, drawings for modifications as necessary	10 years	5 years
Social Development Specialist	Ensure that Cross-cutting Safeguards issues are identified and integrated (HIV and AIDS, Gender, RAP, OHS, Environmental issues etc.) in safeguarding against social and cultural consequences of project works. Ensure that appropriate mitigation measures are implemented for vulnerable individuals (Orphans, elderly, widows, HIV affected persons etc.), households and communities integrated in environmental,	10 years	5 years

Key expert	Core role	Minimum Overall experience	Minimum Related experience
	Resettlement Action Plan (RAP), and other social plans.		
Environmental Specialist	<p>Ensure that all environmental and issues are adequately and professionally addressed at all stages of the works and in a timely manner.</p> <p>Ensure that the Contractor works within the environmental and social frameworks as detailed in the project's Environmental and Social Impact assessment (ESIA)/Environmental and Social Management Plan (ESMP) and the Resettlement Action Plan (RAP), and compliance with the relevant National policies and legal Framework.</p>	10 years	5 years
Resident Engineer	<p>Act as primary point of contact for supervision of the construction contract, establish communications protocol for those involved with the works contract, on-site supervision, management and administration of construction, enforce compliance with all contracts assigned, monitor contractor's quality control activities</p>	15 years	10 years

Key expert	Core role	Minimum Overall experience	Minimum Related experience
	<p>and take appropriate action with the contractor to assure compliance with the quality control clauses of the contract, prepare and implement a quality assurance plan to assure compliance with contract plans and specifications in accordance with regulations, supervise project progress and timely completion, ensure that all materials and equipment installed by the contractor meet the contract requirements, recommend improvements in work which will result in total quality management and life cycle savings, issue modifications within the monetary limits, process contractor payment estimates promptly after verifying their accuracy, increase skills and capabilities of assigned personnel through appropriate training. Managing contractual claims due to delays and disruptions.</p>		
Assistant Resident Engineers (3No.)	Act as an assistant to the Resident Engineer's supervision duties in relation to the works contract	7 years	5 years
Land Surveyor	Topographical survey	10 years	5 years

Key expert	Core role	Minimum Overall experience	Minimum Related experience
	verification for hydraulic structures, the targeted irrigation command area, profile of the rivers and conveyance canals and drains		
Clerk of Works (6No.)	Confer with the Engineer and assist in interpretation of specifications and drawings; inspect all materials on site; responsible for the inspection of the workmanship, materials, methods and practices of contractors and/or crews engaged in construction; assist in the review of plans, specifications, and designs submitted by contractors; ensure that construction work schedules are maintained; responsible for continuous inspection during construction and to ensure adherence to all specification and drawings and site instructions; monitor and review the work of contractor's personnel; inspect the daily site records and ensure their completeness and adequacy; assist with verification of works executed and measurement of	5 years	3 years

	Key expert	Core role	Minimum Overall experience	Minimum Related experience
			completed works.	
Support Staff	NA			
Staff Leave	NA			

Counterpart Staff

8. Counterpart Staff Training

To build capacity and ensure the client's active involvement in achieving the final project objectives, the client will assign staff, mutually agreed upon with the consultant, before the consultancy services begin. The consultant will collaborate with and train the designated staff, focusing on capacity building and knowledge transfer. This training will cover key areas related to the project, such as field investigations and training in project management software and tools. These training initiatives aim to enhance the performance of the technical staff.

The consultant will propose training topics in the technical proposal, which will be further refined during consultative meetings with the National Irrigation Commission (NIRC). The proposal should outline the approach and methodology for knowledge transfer throughout the assignment, the consultant's training responsibilities, the type and duration of training activities, the optimal number of participants for each session, the methodology for monitoring and evaluating trainees, and any post-training support and resources.

The consultant in consultation with the Client will organize site visits, inspections and witness testing.

CODE OF CONDUCT

18. CODE OF CONDUCT

The Consultant shall develop a code of conduct for their staff to adhere to. The code of conduct shall be acceptable to the Client. The Code of Conduct shall be signed by each Consultant's personnel including key experts, non-key experts and support staff to indicate that they have:

1. received a copy of the code;
2. had the code explained to them;
3. acknowledged that adherence to this Code of Conduct is a condition of employment; and,
4. Understood that violations of the Code can result in serious consequences

Objective of the assignment

Item	Description
General objective	<p>3.1 General Objective</p> <p>The overall goal of the assignment is to supervise the construction works for the Dams and Irrigation Scheme at Morogoro, Pwani and Iringa regions. This shall be achieved by effectively managing contracts, ensuring compliance with design specifications, implementing necessary design adjustments, maintaining quality control and assurance, adhering to environmental and social safeguard policies, and monitoring the infrastructure's performance during the defect liability period.</p>
Specific Objective	<p>3.1 Specific Objectives</p> <p>The specific objectives of the consulting works are as follows:</p> <ol style="list-style-type: none"> i) To conduct a review of the Pre-Construction Appraisal Phase for construction projects exceeding Ten Billion Tanzanian shillings in Morogoro, Pwani and Iringa regions ii) To deliver comprehensive construction supervision and contract administration for all projects exceeding Ten Billion Tanzanian shillings in Morogoro, Pwani and Iringa regions. iii) To oversee the project during the Defect Liability Period (DLP), ensuring all issues are addressed and resolved effectively.

PART II: CONDITIONS OF CONTRACT AND CONTRACT FORMS

A. Preliminary Clauses

1. Definitions

1.1

The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:

- a) **“Client”** is the party named in **the SCC** who engages the Consultant to perform the Services
- b) **“Completion”** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
- c) **“Completion Date”** is the date of actual completion of the fulfilment of the Services.
- d) **“Consultant”** is the party (firm or individual) whose proposal to perform the Services has been accepted by the Client and is named as such in the Contract. Details of the Consultant's name and address will be available in the Contract Finalization Information Section in the Contract Agreement.
- e) **“Contract”** means an Agreement entered into between Client and the Consultant.
- f) **“Contract Documents”** means the documents listed in the Contract, including any amendments thereto.
- g) **“Day”** means calendar day.
- h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to **GCC 18**.
- i) **“GCC”** means General Conditions of Contract.
- j) **“Government”** means the Government of the United Republic of Tanzania.
- k) **“Intended Completion Date”** is the date on which it is intended that the Consultant shall complete the Services as specified in **the SCC**.
- l) **“JVCA”** means Joint Venture, Consortium or Association
- m) **“Member”** means in case where the Consultant consists of a joint venture any of the entities that make up the joint venture; and **“Members”** means all these entities.
- n) **“Month”** means calendar month
- o) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them. Third party means any party other than Client as Consultant.
- p) **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part; and **“Key Personnel”** means the Personnel referred to in **GCC 24.1**.
- 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.

- r) **“Reimbursable expenses”** means all assignment related costs other than Consultant’s remuneration.
- 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.
- t) **“Sub-Consultant”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- 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.
- v) **“Third Party”** means any person or entity other than the Client and the Consultant.
- w) The **Arbitrator** is the person appointed by the appointing authority specified in the **SCC**, to resolve contractual disputes.

2. Interpretation of Contract Documents

2.1

In interpreting these conditions of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.

2.2

Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, collusive or Coercive Practices

3.1

The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2

In pursuance of this requirement, the Client shall:
 (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
 (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
 if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

3.3

Should any corrupt or fraudulent practice of any kind referred to in **GCC 3.4** come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in **GCC 3.2** only when a satisfactory explanation is not received. Such exclusion and the reasons, therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the

communication.

3.4 For the purposes of this Contract, the terms:

- (a) **“corrupt practice”** means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,
- (c) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- (d) **“Collusive Practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (e) **“Obstructive practice”** means acts intended to materially impede access to required information in exercising a duty under the Act;

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 Entire Contract

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.

4.2 Amendment

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.

4.3 Non-waiver

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.

(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.

4.4 Severability

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	<p><u>Phased completion</u></p> <p>If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>
5. Documents Forming the Contract and Priority of Documents	5.1	<p>The following documents forming the contract shall be interpreted in the following order of priority:</p> <p>in the following order of priority:</p> <ul style="list-style-type: none"> (a) Form of Agreement; (b) Letter of Acceptance; (c) Special Conditions of Contract (SCC) (d) General Conditions of Contract (GCC); (e) The Appendices (1 to Nth). (f) Any other documents listed in SCC
6. Eligibility	6.1	The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the 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 those specified in the SCC .
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture, Consortium or Association (JVCA)	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the addresses. 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 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
12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1	The Services shall be performed at such locations as are specified in the SCC or Appendix 1 , to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the Member in Charge who shall act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. Details of the authorized member will be available in the Contract Finalization Information Section in the Contract Agreement.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by duly authorized representatives. Details of the Client's Authorized Representative will be available in the Contract Finalization Information Section in the Contract Agreement.
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion and Modification of Contract

18. Effectiveness of Contract	18.1	The Contract shall Come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination of Contract for Failure to Become Effective	19.1	If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC , either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC .
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] and GCC 69 [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
22. Modifications or Variations	22.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC 51.1 [Payments General], however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

C. Consultant's Personnel and Sub-Consultants

23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title agreed, job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3 , to the contract. If any of the Key Personnel has already been approved by the Client his/her name shall be listed in such Appendix 3 .
	24.2	If required to comply with the provisions of GCC 27 [Removal and/or Replacement of Personnel], adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided: <ul style="list-style-type: none"> (a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger; (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 50.2 [Cost Estimate of Services; Ceiling Amount]; and (c) any other such adjustments shall only be made with the Client's written approval.
	24.3	If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC 50.2 [Cost Estimate of Services; Ceiling Amount] of this Contract, this will be explicitly in the contract.
25. Approval of Personnel	25.1	The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave & Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc. for Key Personnel are set forth in Appendix 4 to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime or to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix 4 , the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
	27.2	If the Client

(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or

(b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

27.3 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable 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.

27.4 Any of the Personnel provided as a replacement under **GCC 27.1** and **27.2**, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,

a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

28. Project Manager

28.1 The Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.

D. Obligations of the Consultant

29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services	30.1	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of Interests	31.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
32. Consultant Not to Benefit from Commissions, Discounts	32.1	The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	32.2	Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36. Liability of the Consultant	36.1	The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.

- 36.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 36.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - (b) plagiarism or alleged plagiarism by the Consultant.
- 36.4 The Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 36.5 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under **GCC 29** [Standard of Performance] provided:
- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the **SCC**;
 - (b) that the ceiling on the Consultant's liability under **GCC 29** shall be limited to the amount indicated in the **SCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and
- that the Consultant's liability under **GCC 29** shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- 36.6 In addition to any liability the Consultant may have under **GCC 29**, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under **GCC 29**.
- 36.7 Notwithstanding the provisions of **GCC 36.1**, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

37. Insurance to be taken out by the Consultant

- 37.1 The Consultant
- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their(or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in **the SCC**, and
 - (b) at the Client's request, shall provide evidence to the Client

showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

38. Accounting, Inspection and Auditing

38.1

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and
- (b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

38.2

The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.

39. Consultant's Actions Requiring Client's Prior Approval

39.1

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:

- (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
- (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
- (c) Any other action that may be specified in **the SCC**.

39.2

Notwithstanding any approval under **GCC 39.1(b)**, the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

40. Reporting Obligations

40.1

The Consultant shall submit to the Client the reports and documents specified in **Appendix 2** to the Contract hereto, in the form, in the numbers and within the time periods set forth in **Appendix 2**. Final reports shall be delivered in electronic forms acceptable to the client as specified in **Appendix 2**.

41. Proprietary Rights on Documents Prepared by the Consultant

41.1

All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software and use such software for their own use with the prior written approval of the Client.

41.2

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in **the SCC**

42. Proprietary Rights

42.1

Equipment, tools and materials made available to the Consultant by the

on Equipment and Materials Furnished by the Client.

Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.

42.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

42.3 While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.

43. Performance Securities

43.1 The Performance Security or Performance Securing Declaration and Environmental and Social (ES) Performance Security as stated in the SCC shall be provided to the Client no later than the date specified in the Letter of Acceptance

43.2 The Consultant shall provide at his cost a Performance Security or Performance Securing Declaration, and Environmental and Social (ES) Performance Security, to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security, and if required, the Environmental and Social (ES) Performance Security, shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract.

43.3 The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract. Performance Security, and if required, the Environmental and Social (ES) Performance Security, shall be in the amount and currency specified in **the SCC**.

43.4 In the case of Performance Securing Declaration, it shall remain in force until the completion of the works, and in the event the Consultant failing to execute the Contract, the Client, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.

44. Liquidated Damages

44.1 If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.

44.2 The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.

E. Obligations of the Client

45. Assistance and Exemptions	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none">(a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and(d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.
46. Access to project site	46.1	<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>
47. Change in the Applicable Law Related to Taxes and Duties	47.1	<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 [Cost Estimate of Services: Ceiling Amount].</p>
48. Services, Facilities and Property of the Client	48.1	<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 5 to the contract at the times and in the manner specified in said Appendix 5.</p>
	48.2	<p>In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5 to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 50.3 [Cost Estimate of Services: Ceiling Amount].</p>
49. Counterpart	49.1	<p>The Client shall make available to the Consultant free of</p>

Personnel

charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5 to the contract.

49.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5, the Client and the Consultant shall agree on

(a) how the affected part of the Services shall be carried out, and

(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.2 [Payments General].

49.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

49.4 The Authorised Representative from the Client as specified in GCC 16.1 [Authorized Representative] shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.

F. Payments to the Consultants

50. Cost Estimate of Services: Ceiling Amount	50.1	An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
	50.2	Except as may be otherwise agreed under GCC 22 [Modifications or Variations] and subject to GCC 50.3 , payments under this Contract shall not exceed the ceiling specified in the SCC .
	50.3	Notwithstanding GCC 51.2 , if pursuant to any of the GCC 48 , GCC 49 or GCC 51 , the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 50.1 , the ceiling set forth in GCC 50.2 shall be increased by the amount of any such additional payments.
51. Payments: General	51.1	All payments under this Contract shall be made to the account of the Consultant as stated in Contract Finalization Information Section in the contract document.
	51.2	With the exception of the final payment under GCC 57, do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
52. Remuneration and Reimbursable Expenses	52.1	Subject to the ceiling specified in GCC 50.2 [Cost Estimate of Services- Ceiling Amount], the Client shall pay to the Consultant <ul style="list-style-type: none">(a) Remuneration as set forth in GCC 52.2; and(b) Reimbursable Expenses as set forth in GCC 52.4. Unless specified in the SCC, the said remuneration shall be fixed for the duration of the Contract.
	52.2	The prices charged for the Services provided shall be fixed for the duration of the Contract. However if the contract will need price adjustment that will be specified in the SCC in accordance with the price adjustment formula detailed below. <i>Note:</i> In order to adjust the remuneration for inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract. Remuneration should be adjusted by using the corresponding index applicable in Tanzania. To adjust the remuneration for foreign and/or local inflation, a price adjustment provision shall be included in the contract if its duration is expected to exceed 18 months. Exceptionally, contracts of shorter duration may include a provision for price adjustment when local or foreign inflation is expected to be high and unpredictable. A sample provision is provided below for guidance: “Payments for remuneration made in accordance with GCC 50.1 shall be adjusted as follows: Remuneration paid pursuant to the rates set forth in Appendix 6 to the Contract shall be adjusted every <i>12</i> months (and, for the

first time, with effect for the remuneration earned in the *E i g h t e e n (1 8)* calendar month after the date of the Contract) by applying the following formula: by applying the following formula:

$$R_l = R_{l0} \times \frac{I_l}{I_{l0}} \text{ (or)}$$

$$R_l = R_{l0} \times [0.1 + 0.9 \frac{I_l}{I_{l0}}]$$

where R_l is the adjusted remuneration,

where R_l is the adjusted remuneration, R_{l0} is the remuneration payable on the basis of the rates set forth in Appendix F, I_l is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, I_{l0} is the *Consumer Price Index (All Urban, as published by the Tanzania Bureau of Statistics on a regular basis, for the month of the date of the Contract*".

52.3 The remuneration rates referred to under Clause 51.1(a) above shall cover:

- (a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as
- (b) factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and
- (c) the Consultant's fee.

52.4 **Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.**

52.5 **Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).**

53. Modes of Payment **53.1** **Payments in respect of the Services shall be made as specified in GCC from 54 to 57.**

54. Currency of payments **54.1** **The currency of payments shall be as specified in the SCC**

55. Advance Payment **55.1** **If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:**

- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.

55.2 **The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.**

56. Interim Payments **56.1** **As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the**

		<p>SCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC 52 to 56 for such month, or any other period indicated in the SCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.</p>
	56.2	The Client shall pay the Consultant's statements within thirty (30) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
	56.3	Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
57. Final Payment	57.1	The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. .
	57.2	The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement.
	57.3	The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client
58. Suspension of Payments	58.1	The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: <ul style="list-style-type: none"> (a) shall specify the nature of the failure, and (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
59. Interest on Delayed Payments	59.1	If the Client delays payments beyond the due date, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Time Control

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

H. Good Faith and Fairness in Operation

64. Good Faith	64.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
65. Fairness in Operation	65.1	The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.
	65.2	If during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC 75 [Settlements of Disputes].

I. Termination and Settlement of Disputes

- 66. Termination for Default**
- 66.1** The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
- 66.2** Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in the SCC.
- 66.3** **Fundamental breaches of the contract shall include but shall not be limited to, the following:**
- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC 58 [Suspension of Payments], within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication;
 - (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract;
 - (d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 75.2 [Settlements of Disputes];
 - (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 75.2 [Settlements of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
 - (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.
- 67. Termination for Insolvency**
- 67.1** **The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:**
- (a) the Client becomes bankrupt or otherwise insolvent; or
 - (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for

the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

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.

68. Termination for Convenience

68.1 The Client, by notice sent to the Consultant may, in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.

69. Termination because of Force Majeure

69.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

69.2 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

69.3 Force Majeure shall not include:

- (a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or
- (b) Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- (c) insufficiency of funds or failure to make any payment required hereunder

69.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying

70. Measures to be Taken on Force Majeure	70.1	out the terms and conditions of this Contract.
		A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	70.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	70.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
71. Cessation of Rights and Obligations	70.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
		<ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
	71.1	Upon termination of the Contract pursuant to GCC 19 [Termination of Contract for Failure to Become Effective], GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] and GCC 69 [Termination because of Force Majeure], or upon expiration of this Contract pursuant to GCC 21 [Expiration of Contract], all rights and obligations of the Parties hereunder shall cease, except
72. Cessation of Services		<ul style="list-style-type: none"> (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality set forth in GCC 35; (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38; and (d) any right which a Party may have under the Applicable Law.
	72.1	Upon termination of the Contract by notice of either Party to the other pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the

		<p>Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC 41 [Proprietary Rights on Documents Prepared by the Consultant] or GCC 42 [Proprietary Rights on Equipment and Materials Furnished by the Client].</p>
<p>73. Payment upon Termination</p>	<p>73.1</p>	<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> <ul style="list-style-type: none"> (a) remuneration pursuant to GCC 53.2 [Remuneration and Reimbursable Expenses] for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 for expenditures actually incurred prior to the effective date of termination; and (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>Payment to the Consultant under GCC 74.1 [Disputes About Events of Termination] 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>
<p>74. Disputes about Events of Termination</p>	<p>74.1</p>	<p>If either Party disputes whether an event specified in GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 68 [Termination for Convenience] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 75 [Settlement of Disputes], and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
	<p>74.2</p>	<p>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.</p>
<p>75. Settlement of Disputes</p>	<p>75.1</p>	<p><u>Amicable Settlement</u></p> <ul style="list-style-type: none"> (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. (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. (c) 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.

75.2

Arbitration

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the laws of Tanzania and in the place shown in the SCC.

SECTION 9: SPECIAL CONDITIONS OF CONTRACT

SCC. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Client's name and Address	1.1(a) 1.1 (w)	The NATIONAL IRRIGATION COMMISSION of P o box 146. Tanzania Institutes of Arbitrator 180 Days.
2.	Intended Completion Date	1.1 (k)	180 Days.
3.	Assignment Phasing Completion	4.5	Not Applicable
4.	Other Documents Forming Part of the Contract	5.1 (h)	Minutes of Negotiations.
5.	Eligible Countries	6.1	Not Applicable
6.	Governing Language	7.1	ENGLISH
7.	Location of Performing the Services	14.1	Morogoro, Pwani And Iringa Regions
8.	Effectiveness Conditions	18.1	After Submission of Performance Securit.
9.	Date of Effectiveness of Contract	19.1	Contract shall be effective after 14 days after sign the contract.
10.	Number of Days to Start 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)	100
14.	Insurance to be Taken Out by the Consultant.	37.1(a)	I) Third Party Motor Vehicle Insurance TZS 5,000,000.00 ii) Third Party Liability Insurance TZS 40,000,000.00 iii) Third Party Professional Liability Insurance TZS 15 iv) Workers Compensations Insurance TZS 100.00 v) Insurance against loss or damage TZS APPLICABLE
15.	Other 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, Performance Securing Declaration and ES Performance Security	43.1	Performance Security type in the form of Performance Security - Insurance Bond equivalent to 2.00 in The Tanzanian Shilling will be required.
18.	ES Performance Security or ES Performance Securing Declaration	43.1	Not Applicable.

SCC. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
19.	Assistance to be Provided by the Client	45.1(d)	Liaise and assist the consultant in obtaining any 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.	Price Adjustment	52.2	Not Applicable
22.	Currency of Payment.	54.1	The currency [currencies] of payment shall be the following; The Tanzanian Shilling.
23.	Advance Payment	55.1&2	Not Applicable
24.	Submission of Itemized Statements	56.1	5.
25.	Interest on Delayed Payments	59.1	0.1 percent on consultant borrowing bank rates.
26.	Period of Notice of Termination	66.2	14 Days.
27.	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 [\[1\]](#)¹

1)

2)

3)

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

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

Authorized Signature:

Name and Title of Signatory:

Name of PE:

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

2. 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 Agreement

[\[1\]](#) 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 payment 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) Special Conditions of Contract (SCC)
 - (c) General Conditions of Contract (GCC)
 - (d) The Appendices (1 to Nth).

[Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix]

- Appendix1:** Description of the Services
- Appendix2:** Reporting Requirements
- Appendix3:** Personnel and Sub Consultants
- Appendix4:** Hours of Work for Personnel
- Appendix5:** Duties of the Client
- Appendix6:** Cost Estimates

- 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 CONSULTANT
Name:	Name:
<i>(Authorized Representative) (Authorized Representative)</i>	
Designation:	Designation:
Signature:	Signature:

Date:.....

Date:.....

WITNESS

WITNESS

Name:

Name:

Designation:

Designation:

Signature:..... **Signature:**

4. BANK GUARANTEE FOR ADVANCE PAYMENTS

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

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* () *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the assignment.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of interim payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of ____, 2___, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

5. PERFORMANCE SECURING DECLARATION^[1]

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

To: [insert **complete name of Client**]

I/We, the undersigned, declare that:

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

6. PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

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

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

Beneficiary: [insert name and address of Client]

Date: [insert date]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

7. PERFORMANCE BOND

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

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

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

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

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

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

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

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

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Consultant]* in the capacity of *[insert title(s)]*
In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*
In the presence of *[insert name and signature of witness]*

Date *[insert date]*

8. ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

ESHS Demand Guarantee

[Guarantor letterhead]

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

Date: *_[Insert date of issue]*

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

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

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

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

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

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

[signature(s)]

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

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 21.1.1. The Client should note that in the event of an extension of this date for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

SECTION 9: APPENDICES

Appendix 1 Terms of Reference

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

Appendix2: 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 3. 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 4 Hours of Workfor Key Personnel

Listhere the hours of work for Key Personnel; entitlement, if any, to leave andvacation, etc.

Appendix 5. 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 6. Cost Estimates

Listhereunder cost estimates:

A. Monthly rates for Personnel (KeyPersonnel 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 theClient (including transportation).
- 6)Cost of programming and use of, and communication between, thecomputers.
- 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.