



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



**REQUEST FOR PROPOSAL**

**PROPOSAL NO.: 00005/2024/2025/C/93**

**FOR**

**Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation  
Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika**

**22/05/2025**

## **LIST OF ABBREVIATIONS**

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

## **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

## **SECTION I: LETTER OF INVITATION**



**THE UNITED REPUBLIC OF TANZANIA  
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**FOR**

**Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika**

**22/05/2025**

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 Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika.
2. The NATIONAL IRRIGATION COMMISSION now invites eligible consultants to submit proposals for the following consulting services: Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika. Details of the services are provided in the Terms of Reference.
3. The NATIONAL IRRIGATION COMMISSION now invites proposals from GOVERNMENT\_ENTERPRISE, Civil Society Organization, Company Local, Company Foreign, Special Group, Partnership Local and Partnership Foreign to indicate their interest in providing the services which include Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika for a duration of 540 days.
4. A firm will be selected under Quality and Cost Based Selection and procedures described in this RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
  - Section 2: Instructions to Consultants (ITC)
  - Section 3: Proposal Data Sheet (PDS)
  - Section 4: Technical Proposal – *The form is available in the system during tender submission.*
  - Section 5: Financial Proposal – *The form is available in the system during tender submission.*
  - Section 6: Eligible Countries
  - Section 7: Terms of Reference
  - Section 8: General Conditions of Contract (GCC)
  - Section 9: Special Conditions of Contract (SCC)
  - Section 10: Forms of Contract
  - Section 11: Appendices
6. Consultants are required to register on NeST and pay tender participation fee as indicated in the NeST to be able to participate in this selection process.

7. All Expression of Interests/Proposals must be properly filled in and submitted through NeST at or before 11:00 AM on 06/06/2025. Proposals will be opened promptly thereafter through NeST.
8. The Technical Proposals shall be opened promptly thereafter on NeST and consultants may view the opening report through NeST. The Financial Proposals shall remain unopened until the second public opening of the Financial Part, following the evaluation of the Technical Part of the Tender.

**Managing Director**

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## **SECTION 2: INSTRUCTIONS TO CONSULTANTS**

### A. General and Specific Instructions

Instruction to Consultants (ITC)	ITC Sub-Clause	Description Clause
1. Scope of Proposal, Selection Method, and Interpretation	1.1	The Procuring Entity (PE), as indicated in the Proposal Data Sheet ( <b>PDS</b> ), issues this Request for Proposal (RFP) for the provision of Consulting Services as specified in the <b>PDS</b> and described in detail in Section 7 [Terms of Reference] in accordance with the method of selection specified in the <b>PDS</b> .
	1.2	Only the short-listed Consultants indicated in the Letter of Invitation are to submit a Proposal for the provision of Consulting Services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.3	The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the <b>PDS</b> . When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before the commencement of the next phase.
	1.4	<p>Throughout this RFP:</p> <ul style="list-style-type: none"> <li>(a) the term <b>"in writing"</b> means communicated in written form with proof of receipt;</li> <li>(b) if the context so requires, singular means plural and vice versa;</li> <li>(c) <b>"Act"</b> means the Public Procurement Act, Cap 410.</li> <li>(d) <b>"Affiliate(s)"</b> means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li> <li>(e) <b>"Applicable Law"</b> means the laws of Tanzania.</li> <li>(f) <b>"Authority"</b> means Public Procurement Regulatory Authority.</li> <li>(g) <b>"Client"</b> means the Procuring Entity (PE) that signs the Contract for the services with the selected Consultant.</li> <li>(h) <b>"Consultant"</b> means an individual expert or legally-established professional consulting firm or an entity that may provide or provides the services to the Client under the Contract.</li> <li>(i) <b>"Contract"</b> means a legally binding written agreement signed between the PE and the Consultant and includes all the attached documents listed in its Clause 1, the General Conditions of Contract (<b>GCC</b>), the Special Conditions of Contract (<b>SCC</b>), and the Appendices.</li> <li>(j) <b>"Day"</b> means a calendar day.</li> <li>(k) <b>"ES"</b> means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).</li> <li>(l) <b>"Experts"</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li> <li>(m) <b>"Joint Venture (JV)"</b> means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all</li> </ul>



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

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

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

	5.5	<p><u>Unfair Competitive Advantage</u></p> <p>Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the PE shall indicate in the <b>PDS</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
6. Eligible Services	6.1	All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the <b>PDS</b> .
7. Site Visit	7.1	The Consultant, at the Consultant's own responsibility, cost and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for Provision of Services.
	7.2	The Consultant should ensure that the PE is advised of the visit in adequate time to allow it to make appropriate arrangements.
	7.3	If specified in <b>PDS</b> , the Consultant's designated representative is invited to attend a site visit which, if convened, will take place at a place and on the date and time specified in the <b>PDS</b> . Unless specified in the <b>PDS</b> , non- attendance at the site visit will not be a cause for disqualification of a Consultant.

## B. Request for Proposal

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

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

### C. Proposal Preparation

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



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

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

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

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

### D. Proposal Submission

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

### E. Proposal Opening and Evaluation

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

		included in the inputs shown on the Consultant's staffing schedule.
<b>37. Financial Proposal Opening</b>	37.1	In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the PE shall notify through NeST, those Consultants that have secured the minimum qualifying mark, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall be within seven (7) calendar days after the notification date and the financial proposals shall be opened through NeST and opening records shall be made available publicly in the appropriate section of the System. Where all Consultants are qualified to have their financial proposals opened in the case of QCBS or in the case LCS, the PE may fix shorter period for opening of financial proposal subject to obtaining confirmation of the attendance of all successful firms at the set date for opening.
	37.2	In the Case of QBS, after the technical evaluation is completed, the PE shall notify, through NeST, the Consultant that has secured the Maximum Score, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall be within three (3) working days after the notification date and the financial proposals shall be opened through NeST and opening records shall be made available publicly in the appropriate section of the System.
	37.3	The PE shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will not be opened.
	37.4	Financial Proposals shall be opened through NeST and the opening records shall be made available publicly in the appropriate section of the System after the Financial Proposals are opened.
<b>38. Proposal: Financial Evaluation</b>	38.1	The PE will review the detailed content of each Financial Proposal. During the review, the PE will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
	38.2	Financial Proposals will be reviewed to ensure completeness (i.e. whether Consultants have costed all items of the corresponding Technical Proposal). Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.
	38.3	In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated as follows:  $Sf = 100 \times Fm / F$ in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.
<b>39. Correction of Arithmetical Errors</b>	39.1	Under Lump sum Contract, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 39.2 below, specified in the Financial Proposal shall be considered as the offered price.
	39.2	The PE's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the <b>PDS</b> .
<b>40. Conversion to Single Currency</b>	40.1	Prices expressed in the various currencies shall be converted to a single currency as specified in the <b>PDS</b> in which they are payable to Tanzania Shilling using the selling rates of exchange issued by the Bank of Tanzania prevailing on the date of tender opening.
<b>41. Proposal Combined Evaluation</b>	41.1	In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P =

		1) indicated in the <b>PDS</b> : $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC 43 [Proposal Negotiation].
	41.2	In the case of Fixed-Budget Selection, the PE will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
	41.3	In the case of the LCS, the PE will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
<b>42. Post-qualification of Consultants</b>	<b>42.1</b>	The PE shall conduct post-qualification to determine whether the Consultant with the best-evaluated proposal has the capability, legal capacity and resources to carry out the contract. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the first ranked Consultant using non-discretionary criteria, as stated in the Request for Proposal. The result of the post-qualification shall be embodied in a formal report.
	<b>42.2</b>	<p><b>The criteria for post-qualification or due diligence shall include-</b></p> <ul style="list-style-type: none"> <li>(a) legal requirements: to verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the consultant and the fact that it is not included in any "blacklist";</li> <li>(b) technical requirements: to determine compliance of the consulting services offered with the requirements specified in the request for proposal including, where applicable verification and validation of the Consultant's stated competence and experience on similar contracts, and the competence and experience of the Consultant's key personnel to be assigned to the consulting services;</li> <li>(c) financial requirements: to verify, validate and ascertain the audited financial statements of the Consultant and the financial proposal;</li> <li>(d) knowledge of local working conditions;</li> <li>(e) current commitments;</li> <li>(f) litigation record; or</li> <li>(g) any other relevant criteria as specified in the <b>PDS</b>.</li> </ul>
	<b>42.3</b>	<p>Where the Financial Proposal of the lowest evaluated Consultant is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <ul style="list-style-type: none"> <li>(a) The PE may reject a proposal if the PE has determined that the price in combination with other constituent elements of the proposal is abnormally low in relation to the subject matter of the procurement (scope of services) and raise concerns with the PE as to the ability of the Consultant that presented that financial proposal to perform the contract.</li> <li>(b) Before rejecting an abnormally low financial proposal the PE shall request the Consultant an explanation of the proposal or of those parts which it considers contribute to the proposal being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the proposal or parts of the proposal being abnormally low.</li> <li>(c) The decision of the PE to reject a proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned.</li> <li>(d) The PE shall not incur liability solely by rejecting abnormally low</li> </ul>



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

## F. Contract Award

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

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

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

### G: Review of Procurement Decisions

<b>49. Right to Review</b>	49.1	A Consultant who claims to have suffered or that may suffer any loss or injury as a result of a breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.
<b>50. Time Limit on Review</b>	50.1	The Consultant shall submit an application for review within Seven (7) working days of the Consultant becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
	50.2	The provision of ITC 50.1 shall not apply to complaints referred to in ITC 44.1 [Contract Award].
<b>51. Submission of Applications for Review</b>	51.1	Any application for administrative review shall be submitted in writing through NeST to the Accounting Officer of a PE at the address shown in the PDS and a copy shall be electronically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
	51.2	For PEs with delegated procurement functions, applications for administrative review for proposals floated by the delegated Accounting Officer shall be submitted through NeST to the delegated Accounting Officer with a copy served to the PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	51.3	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, Regulations, or provision that has been breached or omitted; (c) an explanation of how the provisions of the Act, Regulation, or provision have been breached or omitted, including the dates and name of the responsible public officer, where known; (d) documentary or other evidence supporting the complaint where available; (e) remedies sought; and (f) any other information relevant to the complaint.
	51.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
<b>52. Decision by the Accounting Officer</b>	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 Accounting Officer does not issue a decision within the time specified in ITC 52.1, the Consultant submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITC 53.1 [Review by the Public Procurement Appeals Authority] within three (3) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.

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

### SECTION 3: PROPOSAL DATA SHEET

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
1	Name of the PE	1.1	NATIONAL IRRIGATION COMMISSION
2	Service/Project/ Proposal Identification	1.1	00005/2024/2025/C/93
3	Description of Services	1.1	Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika
4	Selection Procedure	1.1	Quality and Cost Based Selection
5	Phasing of the Assignment	1.3	Not Applicable.
6	Source of Funds and Development Partner	2.1&2.3	Not Applicable
7	Unfair Competitive Advantage	5.5	Not Applicable.
8	Eligible Services	6.1	Not Applicable
9	Site visit	7.3	The site is: Tabora . Date of site visit:29/05/2025. Time of site visit: 10:00.
10	Details of a Pre-Proposal Meeting	10.1	Will not be held.
11	Participation of Sub-consultants, Key Experts and Non-Key Experts	12.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one proposal is NOT_ALLOWED
12	Language of Proposal	14.1	The Proposal and other documents shall be written in the ENGLISH.
13	Other documents required to be submitted	15.1(e)	No additional documents are required.
14	Professional Time Input	17.3	The estimated number of professional staff-months required for the assignment is: 19 staff months
15	Available Budget	17.4	Not Applicable
16	Qualifications of Professional Staff	17.5	The minimum required qualifications and experience of professional staff are as indicated in the <b>Terms of Reference and Qualification and Evaluation Criteria.</b>
17	Training	18.1(l)	Detailed Feasibility Studies and Detailed Design
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 Training  2. Cost Of Communication

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
			<p>3. Cost Of Printing</p> <p>4. Cost Of Necessary Travel</p>
20	Payment of Local Taxes	20.1	Not Applicable.
21	Local Taxes Exemption	20.1	Not Applicable
22	PEs Inputs	21.1 (a)	<p>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.</p>
23	Alternative Proposals	22.1	Not Applicable
24	Currency of the Proposal	24.1	<p>For Foreign Consultants Currency Shall be in any freely Convertible Currency except for local inputs which shall be quoted in Tanzanian Shillings.</p> <p>For Local Consultants Currency shall be quoted in Tanzanian Shillings.</p>
25	Validity Period of the Proposals	25.1	120 days after the submission deadline date.
26	Proposal Security	25.6	Proposal Security in form of Proposal Security - Bank Guarantee equivalent to 500000000 in the currency The Tanzanian Shilling.
27	Proposal Submission date and Time	28.1	<p>The Proposals must be submitted no later than: Date: 06/06/2025. Time: 11:00 AM Local Hours. The Proposal submission address shall be made to the respective Procuring Entity online through NeST.</p>
28	Exclusion of Taxes in the Evaluation of Financial Proposal	39.2	Not Applicable
29	Currency for Conversion	40.1	<p>The rates of exchange to be used by the Tenderer shall be those established by the Bank of Tanzania prevailing on the tender invitation date. Currency for Tender Conversion: The Tanzanian Shilling.</p>

PDS. NO.	REQUIRED INFORMATION/DATA	ITC CLAUSE	INFORMATION/DATA TO BE FILLED BY PE
30	Weights to Technical and Financial Proposals	41.1	Weight given to Technical and Financial proposals are; Technical: 80 Financial: 20
31	Post-qualification Criteria for consultants	42.2	Not applicable
32	Address for Contract Negotiations	43.1	Contract Negotiations address; 146
33	Form of Performance Security or Performance Securing Declaration	45.1	Performance Security Type is: Performance Security - Insurance Bond in the amount equivalent to 15.00 percent.
34	Environmental and Social Performance Security	45.2	ES Performance Security Insurance Bond
35	Advance Payment Security	47.1	Not Applicable
36	Date of Commencement of the Assignment	48.1	Date of Commencement of the contract: 01/07/2025 Location of the site assignment: Consultancy Services For Feasibility Study And Detailed Engineering Design Of Priority Irrigation Infrastructures Utilizing Water From Lake Victoria And Lake Tanganyika
37	PPAA Address.	53.2	<b>The address for Appeals to PPAA:</b> 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: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>



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

## QUALIFICATION AND EVALUATION CRITERIA

### Commercial Evaluation

#### 1. Eligibility

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

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

Litigation History Start Year	2021-01-01
Litigation History End Year	2025-01-01

##### 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)	540
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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	2021-01-01
Financial Statement End Date	2023-12-31
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	N/A
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	N/A
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	N/A
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	N/A
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	N/A

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

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

Average Annual Turnover Amount in TZS or any other freely convertible currency	3000000000
Turnover Start Date	2021-01-01
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)	3000000000
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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

#### **Reputation (20 %)**

Reputation	Tenderer is required to demonstrate any recognized reputation towards the performance by providing two reference letters from any reputable procuring entities
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#### **Firm's General Experience (30 %)**

Start Year for Firm's General Experience in assignments	2018-01-01
End Year for Firm's General Experience in assignments	2025-01-01
Minimum number of general assignments	3
Minimum amount for general assignments (TZS)	3000000000

#### **Experience in Previous Similar Assignments (50 %)**

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	3
Minimum amount for similar projects (TZS)	3000000000
Start Year for Experience in Similar Projects and Conditions	2018-01-01
End Year for Experience in Similar Projects and Conditions	2025-01-01

**Knowledge of the Country (SCORE: 5)**

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

Local Language	The Tenderer shall understand of the Local Language
Culture	The Consultant shall understand the Culture influence in carrying out the assignment.
Administrative Systems	The Consultant shall have the knowledge of administrative systems in carrying out the assignment.
Government Organization	The Consultant shall understand the influence of Government organization in carrying out the assignment

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

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

**Understanding of the Terms of Reference (30 %)**

Comments and suggestions on the Terms of Reference	The Tenderer shall submit the suggestions on the Terms of Reference
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**Approach, methodology and overall quality of the proposal (50 %)**

Description of Approach, Methodology and work Plan for Performing the Assignment	The Consultants shall submit the 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 consultants shall comply with the to 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.

**Adequacy for the Project (50 %)**

Required Similar Assignments	The consultant must specify similar assignment
Minimum Number of Similar Assignments	3
Publication on Relevant Subject Matter	Irrigation Designs

Minimum Number of Relevant Publications	3
Required Career Attainment	N/A
Relevant Training Required	N/A

#### Experience in Region and Language (20 %)

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

#### General Qualifications (30 %)

Title of professional staff required	Minimum required Education level	Specialized Education	Age of the Key Personnel	Required Similar Assignments	Professional Experience and Status
Team Leader:	A minimum of an MSc degree in Civil/Irrigation or Water Resource Engineering from reputable University or Higher Learning Institution	Civil/Irrigation or Water Resources Engineer Specialist	45	At least 20 years of overall experience, including 10 years of relevant experience in similar pump station and reservoir design projects. The TL should also have a demonstrated history of successfully leading multidisciplinary teams and managing externally financed projects, particularly in developing countries (preferably Africa)	Professional Registered Consulting Engineer
Deputy Team Leader	A Bachelor's degree in Civil/Irrigation Engineering or an equivalent field	Civil/Irrigation Engineering or an equivalent field	40	o A minimum of 15 years of overall experience, with at least 10 years of relevant experience specifically in the design and implementation of Dam/Reservoir and irrigation projects. Proven experience working on similar projects, particularly in developing countries, with a focus on Africa	Professional Registered Consulting Engineer
Civil/ Irrigation Engineer	Master's Degree in Civil/Irrigation Engineering	Civil/Irrigation Engineering or related field	35	minimum of 10 years of relevant experience in the design, planning, and implementation of pump stations and irrigation systems, with a particular focus on projects in Africa.	Professional Registered Consulting Engineer
Dam Engineer	Bachelor's	Bachelor's	40	15 years General	Professional

Specialist	degree in Civil/Hydraulic Engineering or other relevant discipline and master's degree in hydraulic Engineering, Geotechnical Engineering, Engineering Geology, Civil Engineering.	degree in Civil/Hydraulic Engineering or other relevant discipline and master's degree in hydraulic Engineering, Geotechnical Engineering, Engineering Geology, Civil Engineering.		working experience and 10 year's Specific experience in planning and implementation for Dam design	Registered Consulting Engineer
Water Supply Engineer	Bachelor Degree in in Civil Engineering or equivalent Engineering discipline	Civil Engineering or equivalent Engineering discipline	35	10 years of relevant experience in design of water supply project such as analysis and optimization of water supply distribution networks systems, pumping stations, reservoir capacity, and also NRW management. He/ she shall be a registered professional Engineer.	Professional Registered Consulting Engineer
Hydrologist	The Hydrologist must hold a university degree in Hydrology, Civil/Irrigation Engineering, or Water Resources Engineering	Hydrology, Civil/Irrigation Engineering, or Water Resources Engineering	35	The candidate should be a professional with a strong background in hydrological data analysis and modeling, particularly related to river basin management and dam/reservoir designs in developing countries. The Hydrologist must also have proven expertise in: o Climate change modeling and scenario development, and o Assessing the impacts of climate change on river basins, economic activities, and large-scale infrastructure. Additionally, the individual should have experience in hydrological and flood modeling for multipurpose benefit assessments, in collaboration with economists. The Hydrologist should possess a minimum of	Professional Registered Consulting Engineer

				fifteen (15) years of overall experience and at least ten (10) years of relevant experience.	
Land Surveyor Expert	The candidate must hold at least a BSc degree or Advanced Diploma in Land Surveying or Related field	Land Surveying or Related field	35	have a minimum of 10 years overall experience, with at least 5 years of relevant experience in GIS for similar assignments. The expert should be proficient in the use of GNSS data collection systems and the production of maps using AutoCAD Civil 3D software for irrigation project design.	Registered Professional by relevant professional Bodies
Geotechnical Engineer	Master's degree in Geotechnical Engineering or a related field	Master's degree in Geotechnical Engineering or a related field	40	The individual should have proven experience in conducting geotechnical investigations and analysis, including safety considerations, particularly in the planning and design of dams and command areas. A minimum of fifteen (15) years of overall experience is required, with at least ten (10) years of relevant experience. This experience should include surface exploration of site conditions, use of geophysical methods, and sub-surface investigations	Professional Registered
Soil specialist/Pedologist	postgraduate qualification in soil sciences	Soil sciences	35	possess a minimum of 10 years of experience in conducting soil and pedological investigations for irrigation projects, cultivation methods design, and watershed management projects, specifically in sub-Saharan Africa.	Professional
Agronomist	Degree in Agronomy or Agricultural Science	Agronomy or Agricultural Science	35	a minimum of 10 years with specialized knowledge in irrigation, soil-water management, and crop production	Professional

				systems	
Economist/ Financial Expert	Master's degree in Economics	Economics	35	a minimum of ten (10) years of overall experience, with at least five (5) years of relevant experience. The Economist should have proven expertise in economic analysis related to the construction of large multi-purpose schemes, including cost-benefit analysis and multi-purpose benefit modeling for water projects. This includes evaluating the economic benefits of irrigation development, tourism, and water supply for both domestic and economic uses	N/A
Fishery Expert	postgraduate qualification in Fisheries Science, Aquaculture, Marine Biology, or Environmental Science	Fisheries Science, Aquaculture, Marine Biology, or Environmental Science	35	a minimum of 10 years of experience in fisheries management, fishery development, and designing sustainable aquaculture systems.	N/A
Safeguard or Environmental Specialist	Master's degree in Environmental Science, Environmental Engineering, Natural Resources Management, or a related field	Environmental Science, Environmental Engineering, Natural Resources Management, or a related field	35	They should have a minimum of ten (10) years of practical experience in conducting Environmental and Social Impact Assessments (ESIA) or related projects. Additionally, the Specialist must be familiar with Tanzanian environmental laws, regulations, policies, and procedures, and be registered as an EIA Expert with the National Environment Management Council (NEMC).	N/A
Sociologist Expert	Master of Science Degree or equivalent in Social Studies or equivalent studies	Social Studies or equivalent studies	35	Shall have a minimum of 10 years mobilization and capacity development activities overall working experience in	N/A



				community development in comparable sectors e.g, rural water supply, agriculture, irrigation and urban development.	
Legal and Institutional Expert	Bachelor Degree in Arts of Legal specialized in Strategy Management or Change Management or Institutional Development	Strategy Management or Change Management or Institutional Development	35	At least ten (10) years working experience with legal and institutional developments with portfolio investments in the public irrigation sector out of which five (5) years must have been on similar assignments	N/A
Valuer Expert	He/she must be a registered valuer as FRV with a Bachelor degree or Advanced Diploma in Land Management and Valuation	Land Management and Valuation	30	A postgraduate qualification in land management and valuation is an added advantage. She/he must have a minimum of Five (5) years cumulative experience in conducting valuation of properties in infrastructure projects. She/he must have done valuation on at least Three (3) development projects within the last Five (5) years. She/he must have at least Three (3) years working experience in Sub-Sahara Africa. Proficiency in both written and spoken English is essential.	registered valuer as FRV
Quantity Surveyor/Cost Engineer	a degree or advanced diploma in Quantity Surveyor/Cost Engineering or a relevant field,	Quantity Surveyor/Cost Engineering or a relevant field,	30	with at least five years of professional experience in preparing quantity and cost estimates for civil works. They should have worked on at least four (4) projects involving similar tasks.	Professional Registered
Structural Engineer	A degree in Civil or Structural Engineering	Civil or Structural Engineering	35	a minimum at least 10 years of experience in designing hydraulic and irrigation structures, including infrastructure such as reservoirs, pump stations, flood protection walls, and other related civil works.	Professional Registered Engineer
Electro-Mechanical	Bachelor's	Electrical or	20	significant experience	N/A

Engineer	degree in Electrical or Mechanical Engineering, Mechanical Engineering, Electrical Engineering, or a related field	Mechanical Engineering, Mechanical Engineering, Electrical Engineering, or a related field		(preferably in large-scale irrigation projects) designing and implementing electro-mechanical systems, with a focus on pump stations and irrigation infrastructure.	
GIS Expert	minimum of Bachelor's or Master's Degree in GIS, Geomatics, Geography, Civil Engineering, Environmental Science, Water Resources Engineering, or a related field	IS, Geomatics, Geography, Civil Engineering, Environmental Science, Water Resources Engineering, or a related field	30	Shall have a Minimum of 5 years of experience in GIS applications for water resources, irrigation, or infrastructure projects. Experience in collaborating with civil engineers, hydrologists, and government agencies.	N/A
Dam Safety Engineer	minimum of master's degree in either Civil Engineering, Geotechnical Engineering, Hydraulic Engineering, Structural Engineering, Hydrology, Water Resource Engineering	Civil Engineering, Geotechnical Engineering, Hydraulic Engineering, Structural Engineering, Hydrology, Water Resource Engineering	35	with specialized experience in dam safety and with at least cumulative experience of ten (10) years of practical working experience in undertaking Dam Safety studies or other related projects. In addition, He/she must be familiar with the Tanzania Government Environmental laws and regulations, environmental policies and procedures.	Professional Registered
SCADA Engineer	Bachelor's degree in Electrical Engineering, Control Engineering, Automation Engineering, or a related field	Electrical Engineering, Control Engineering, Automation Engineering, or a related field	35	o Proven experience (typically 5+ years) in SCADA system design, implementation, and maintenance, particularly in irrigation, water supply, or industrial automation. o Expertise in automated systems and SCADA platforms used for real-time monitoring and control of infrastructure systems.	N/A

## 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	50
PE to allocate percentage of Participation by National Experts between 25% - 49%	35
PE to allocate percentage of Participation by National Experts between 1% - 24%	25
PE to allocate percentage of Participation by National Experts by 0%	0

## Financial Evaluation

### 1. Financial Proposal

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

Consultants are required to submit priced financial proposal.

## SECTION 5: TECHNICAL PROPOSAL – STANDARD FORMS

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

## CODE OF CONDUCT FOR EXPERTS (ES) Form

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

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

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

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

### REQUIRED CONDUCT

Experts shall:

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

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

## RAISING CONCERNS

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

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

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

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

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

### FOR EXPERT:

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

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

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

### ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

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

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

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

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

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

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

## PROPOSAL FOR CONSULTANT'S TRAINING

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

### **A: Training Title**

Provide here a brief description of the title of the training

### **B: Training. Contents**

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

### **C -Consultant's Training Experience**

1:Provide a brief descriptive list of only previous similar assignments successfully completed in the last [.....] years.

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

### **D - Consultant's Training Methodology**

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

### **E - Consultant's Training Staff**

Provide brief explanations of the list of proposed staff.

### **F - Consultant's Training Monitoring**

Provide brief explanations and how monitoring will be carried out

Firm's Name:	
Authorized Signature:	



## SECTION 6: FINANCIAL PROPOSAL - STANDARD FORMS

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

## SECTION 7: ELIGIBLE COUNTRIES

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

LOT NO. 00005/2024/2025/C/93

### Consultancy Services for Feasibility Study and Detailed Engineering Design of Priority Irrigation Infrastructures Utilizing Water from Lake Victoria and Lake Tanganyika

**GFS Code: 22031104 - consultancy fees**

#### Deliverables/Reports

Item	Description
Acceptable inception report	<p><b>10.Deliverables/ Reports</b></p> <p>The consultant will report to the National Irrigation Commission (NIRC), which will establish Technical Committee to review the submitted reports and provide guidance. The consultant shall present and submit both hard and electronic copies of the reports, as outlined below, to the client in English. All electronic submissions must be provided on secured devices.</p> <p><b>10.1 Acceptable Inception Report</b></p> <p>The Consultant will submit five (5) copies of acceptable inception report within <b>two (2) months</b>, after Commencement. The report shall outline the Consultants' organization and program of work (detailed work plan), methodology approach and schedule of manpower involvement, implementation and reporting timelines. A review of existing documents and pre-meetings and interviews. Confirmation of the workplan and timing of deliverables together with a description of key challenges and issues which must be addressed by the client to enhance completion of the assignment on time and at an acceptable quality.</p>
Acceptable Baseline study and Concept design	<p><b>10.2 Acceptable Baseline study and Concept design</b></p> <p>The consultant shall submit an acceptable Baseline Study and Concept Design report no later than <b>three (3) months</b> following the submission of acceptable Inception Report. This submission shall include all relevant baseline data, a comprehensive baseline report, and the accompanying concept design.</p>
Acceptable Draft Feasibility study Report and ESIA	<p><b>10.3 Acceptable Draft Feasibility study Report and ESIA</b></p> <p>The consultant shall submit five (5) copies of an acceptable Draft Feasibility Study Report and Environmental and Social Impact Assessment (ESIA) not later than <b>six (6) months</b> after the submission of an approved Baseline Study and Concept Design Report OR or <b>eleven (11) months</b> from the date of signing contract. The submission shall include detailed findings and recommendations, along with all required components, including: appropriate conceptual designs and design criteria for intake works, canals, irrigation layouts and structures, pipelines, reservoirs, drainage systems, pumping stations, storage/balancing tanks, distribution canals, and off-take points, accompanied by all relevant engineering computations. The client shall review the report within fourteen (14) days to allow the consultant(s) to incorporate comments and proceed with the preparation of the Final Feasibility Study Report.</p>
Acceptable Final Feasibility Study Report and ESIA	<p><b>10.4 Acceptable Final Feasibility Study Report and ESIA</b></p> <p>Within one (1) month of receiving the final comments on the Draft Feasibility Study Report from the client, the consultant shall submit five (5) copies of the Final Feasibility Study Report. This report should include all required content and must incorporate any technical comments provided by the client's Technical Team during their review.</p>
Acceptable Draft Detailed Project Report, detailed design and preparation of tender documents	<p><b>10.5 Acceptable Draft Detailed Project Report, detailed design and preparation of tender documents</b></p> <p>The consultant shall submit five (5) copies of the Draft Detailed Project Report, including detailed designs and tender documents for the irrigation projects six (6) months after submitting the Final Feasibility Study Report.</p>

	This submission should include detailed findings and recommendations, as well as all required components such as appropriately designed intake works, pumping stations, pipelines, storage/balancing tanks, distribution canals, off-take points and all associated engineering computations
Acceptable Final Detailed Project Report, Detailed design, Confidential Engineers' Estimate & Tender documents	<p><b>10.6 Acceptable Final Detailed Project Report, Detailed design, Confidential Engineers' Estimate &amp; Tender documents</b></p> <p>The final acceptable Detailed Project Report, Detailed design, Confidential Engineers' Estimate &amp; Tender documents for the irrigation schemes (five (5) copies), shall be submitted within eighteen (18) months from the date of contract signing. The report must include all relevant design calculations — such as structural calculations, pump design calculations, and pipeline designs; cost estimates, detailed drawings, financial and economic analysis, tender documents, an implementation schedule, and a construction plan.</p>
Records	<p><b>10.7 Record of Documents</b></p> <p>After delivery of all final documentation, the consultant shall submit the original files to the NIRC Headquarters on both flash drives and compact discs. All files must be in formats compatible with software approved by the Client—such as MicrosoftWord for word processing, Microsoft Excel for spreadsheets, Microsoft Project for project management, and AutoCAD for technical drawings. Additionally, 3Dmodels and visualizations of the project must be included in the submission, using compatible and commonly accepted 3D file formats. All reports and communication materials developed by the consultant shall be submitted (10 copies) to NIRC in both hard copy and electronic formats.</p> <p>Note: For ESIA reports, Consultant shall submit ten (10) hard copies of Draft reports and ten (10) hard copies final and two (2) electronic copies of reports for each submission shall be incorporated with power point presentation and presented to stakeholders</p>

## Project Description

## 2. Project Description

**Agriculture in Tanzania has remained unpredictable and of low productivity due to the utter dependence on rainfall, which is erratic, unreliable and non-uniformly distributed. This dependence on rain-fed agriculture has subjected crop production to be low due to the vagaries of weather. Consequently, the country has continued to suffer from frequent food shortages. It is widely accepted that, the currently increasing global warming and climate change, is having negative effects on the optimal availability of water resource for crop production worldwide including Tanzania. In this regard, Tanzania needs to improve irrigation infrastructure for efficient water utilization to take advantage of exploiting the identified irrigation potential area amounting to 29.4 million hectares of which 2.3million hectares are classified as high potential; 4.8 million hectares as medium potential; and 22.3 million hectares as low potential.**

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

Agricultural productivity in many regions of Tanzania, particularly those located in the vicinity of Lake Victoria and Lake Tanganyika, remains significantly underutilized due to the seasonal nature of rainfall and the inadequate infrastructure for water distribution. Despite the availability of vast water resources from these lakes, most of the agricultural areas in the region remain reliant on unpredictable rainfall, which often leads to crop failures and reduced yields

The Government of Tanzania (GoT) acknowledges that and committed to developing Irrigation Schemes by tapping water resources from Lake Victoria and Tanganyika, this will bring economic opportunities to communities in the area and transformation of local economies. The failure of crop production and productivity in across the regions is due to

unreliability of River flow, which is attributed by prolong drought during rainy season, unavailable water storage structure, undeveloped irrigation and drainage facilities thus irrigation improvement is strongly needed to rescue these situations. To accomplish the work, the National Irrigation Commission is seeking eligible consulting firms to undertake the Feasibility Study, Detailed Engineering Design, Environmental and Social Impact Assessment (including the Resettlement Action Plan – RAP), and Preparation of Tender Documents for the development of priority irrigation infrastructure and associated water management systems. The assignment will be carried out across the regions of Mwanza, Simiyu, Shinyanga, Singida, Dodoma, Kigoma, Tabora, Katavi, Rukwa, Geita, Mara, and Kagera, and is expected to cover approximately 3 million hectares of potential irrigable land. Kagera, with an estimated design coverage of approximately 3 million hectares of irrigable land.

This intervention is particularly critical given the global challenges posed by climate change, which continues to affect rainfall patterns and the availability of water for agriculture. Therefore, the project's design will incorporate climate resilience strategies to ensure its long-term success and sustainability.

#### Consultants Personnel

Item	Description
Key Staff	<p><b>7. Personnel of the Consultant</b></p> <p>The Consultant shall make available personnel with qualifications and experience for execution of the services at a high standard necessary for the successful completion of the assignment. The individual required qualifications and responsibilities of each key expert are represented in below.</p> <p>In order to effectively utilize and enhance the local technical expertise and experience, the involvement of local experts/firms is highly recommended. The consultant is expected to deploy the following key staff that will form a core team of experts for fulfilling the execution and delivery of services for the assignment as specified in the scope of the assignment. The Key experts to be engaged in this assignment shall have qualifications and experience as mentioned here under. The key experts and supporting staff shall be registered by the National or International recognized professional bodies. However, foreign experts from the selected firm(s) shall be required to be cleared by the respective professional bodies in Tanzania after the engagement of the consultancy contract. Required key staffs are represented below;</p> <p><b>7.1. Team Leader: Civil/Irrigation or Water Resources Engineer Specialist</b></p> <p><b>Qualifications:</b> The Team Leader (TL) should be a registered professional engineer with significant experience in Water Resources Management, particularly in the design and development of pump stations. The TL should have expertise in the planning, design, and construction of irrigation schemes. A minimum of an MSc degree is required, along with at least 20 years of overall experience, including 10 years of relevant experience in similar pump station and Dam/reservoir design projects. The TL should also have a demonstrated history of successfully leading multidisciplinary teams and managing externally financed projects, particularly in developing countries (preferably Africa). Proficiency in written and spoken English, the ability to prepare clear reports, excellent communication skills, and strong computer skills are essential. Prior experience with project management systems is also highly valued.</p> <p><b>Responsibilities:</b> The Team Leader will have overall responsibility for managing and coordinating the studies, working closely with the Executing Agency project team and key decision-makers. The specific responsibilities will include, but are not limited to:</p> <ul style="list-style-type: none"> <li>o Oversee and coordinate all project activities to ensure quality assurance is maintained throughout the process, ensuring that the implementation program is followed and all deliverables are provided on time.</li> <li>o Act as the focal point between the project team and the client, facilitating smooth communication and ensuring alignment between all stakeholders.</li> </ul>

	<ul style="list-style-type: none"> <li>o Develop a comprehensive program to address challenges related to irrigation schemes and land husbandry, ensuring the project tackles these issues effectively.</li> <li>o Take the lead in the preparation and submission of all necessary reports and deliverables, ensuring they meet the project's objectives.</li> <li>o Prepare detailed, time-bound work plans, assigning specific team members to key tasks to ensure that project milestones are met efficiently.</li> <li>o Provide technical support and guidance to the team, ensuring the project stays on track and that all consultancy services are delivered effectively.</li> <li>o Organize and lead the diagnostic study (steps 1-4), ensuring alignment with the Comprehensive Guideline (CGL) for Irrigation Development.</li> <li>o Lead regular site visits and supervise activities in the irrigation service areas, ensuring that surveys, mapping, and confirmatory tests are completed as required.</li> <li>o Monitor the progress of planning and design work, ensuring deadlines are met and activities are completed within the designated time frames.</li> <li>o Delegate additional tasks as required, including but not limited to Value Engineering (VE)/Value Analysis (VA) studies and vulnerability assessments, to team members and support staff.</li> <li>o Ensure the timely delivery and quality control of key outputs, including the Inception Report, VE/VA Report, Monthly Progress Reports, Interim Report, Draft Final Report, and Final Report.</li> <li>o Supervise and guide individual experts, ensuring they are effectively engaged in their tasks and that their efforts align to produce the required outcomes.</li> <li>o Take the lead in preparing and submitting all project reports and deliverables, ensuring their timely and accurate completion in line with the project's goals.</li> <li>o The Team Leader will play a critical role in ensuring that the project is effectively managed, deadlines are met, and high-quality outputs are delivered in line with the project's objectives.</li> </ul> <p><b>7.2. Deputy Team Leader: Civil/ Irrigation Engineer</b></p> <p><b>Qualifications:</b> The Deputy Team Leader should be a registered professional engineer with extensive experience in the design and assessment of various civil works and infrastructure, particularly for pump stations, roadworks, underground works, hydraulic canals, and irrigation projects related to large-scale water projects. The qualifications include:</p> <ul style="list-style-type: none"> <li>o A Bachelor's degree in Civil/Irrigation Engineering or an equivalent field.</li> <li>o A minimum of 15 years of overall experience, with at least 10 years of relevant experience specifically in the design and implementation of Dam/Reservoir and irrigation projects.</li> <li>o Proven experience working on similar projects, particularly in developing countries, with a focus on Africa.</li> </ul> <p><b>Responsibilities:</b> The Deputy Team Leader will assist the Team Leader in the execution of the project, with the following duties:</p> <ul style="list-style-type: none"> <li>o Support the Team Leader in the overall supervision of various assessment study activities, ensuring tasks are on track.</li> <li>o In the absence of the Team Leader, the Deputy Team Leader will assume full responsibility for the project, including leadership of the consultancy team.</li> <li>o Lead the review and updating of design and cost parameters from previous</li> </ul>
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	<p>studies, coordinating with key experts to refine and adapt designs as needed.</p> <ul style="list-style-type: none"> <li>○ Collaborate with other experts to select the most appropriate development scheme for the project. This will involve comparing alternative schemes and recommending the viable and feasible plan for implementation.</li> <li>○ Conduct site inspections and field investigations to determine the extent of topographic mapping and other necessary data for the design and review. This includes classifying terrain types, studying river meandering, and analyzing waterways.</li> <li>○ Use data from surveys to perform hydraulic analysis for discharge, such as flood routing and afflux analysis. This will include the sizing of diversion conduits, sluice gates, ogee weirs, and other related structures.</li> <li>○ Prepare cost comparisons for different development schemes and provide input to determine the most appropriate project development plan.</li> <li>○ Take a lead role in preparing drafts for key reports, including the Inception Report, VE/VA Report, Monthly Progress Reports, Interim Report, Draft F/Report, and the Final F/S Report.</li> <li>○ Undertake additional tasks as assigned by the Team Leader during the study's progression, contributing to the smooth execution of the project.</li> </ul> <p>The Deputy Team Leader will be crucial in supporting the Team Leader and ensuring the timely and efficient execution of the project, with particular emphasis on design, cost analysis, site inspections, and report preparation.</p> <h3>7.3. Civil/ Irrigation Engineer</h3> <p><b>Qualifications:</b> The candidate must hold at least a Master's Degree in Civil/Irrigation Engineering and have a minimum of 10 years of relevant experience in the design, planning, and implementation of pump stations and irrigation systems, with a particular focus on projects in Africa. The individual must also be a registered professional engineer.</p> <p><b>Responsibilities:</b> The individual will be responsible for the following tasks:</p> <ul style="list-style-type: none"> <li>○ Undertake the design of pump stations and irrigation schemes and/or review existing designs to ensure they meet project goals and technical standards.</li> <li>○ Update and assess the current drainage system, identifying necessary improvements in the project area to accommodate future needs.</li> <li>○ Based on current and future cropping patterns, determine the water requirements for crops in the service area.</li> <li>○ Consider conveyance and farm-level efficiencies in calculating irrigation water requirements.</li> <li>○ Prepare feasibility-level designs for irrigation canals, control structures, measurement facilities, and other necessary infrastructure, including farm-level facilities and drainage systems.</li> <li>○ Incorporate innovative solutions or alternative technologies into the design of canal and drainage systems to improve farming operations across the service area.</li> <li>○ Provide location map with the project name, location, and a general project description.</li> <li>○ Develop and present the general layout of the project, including the service area, irrigation canal network, and drainage canal network.</li> <li>○ Provide schematic diagram of the irrigation and drainage networks, illustrating their integration.</li> <li>○ Create an inventory of irrigation structures, ensuring that all essential components are planned and documented.</li> <li>○ Develop the plan and profile of the canals, and related infrastructure, with clear indicators for related structures.</li> <li>○ Provide examples of on-farm facilities proposed for the project to ensure practical implementation and support for farm operations.</li> <li>○ Define and present the implementation organization, detailing the roles and responsibilities of the team members and stakeholders involved in the</li> </ul>
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	<p>project.</p> <ul style="list-style-type: none"> <li>○ Undertake other tasks or activities as delegated by the Team Leader, ensuring the completion of all phases of the study and meeting the project objectives.</li> </ul> <p>This role demands a strong background in technical design and project implementation, with an emphasis on innovative and sustainable irrigation practices tailored to the needs of the region.</p> <p><b>7.4. Dam Engineer Specialist</b></p> <p><b>Qualification:</b> Bachelor's degree in Civil/Hydraulic Engineering or other relevant discipline and master's degree in hydraulic Engineering, Geotechnical Engineering, Engineering Geology, Civil Engineering.</p> <p><b>General experience:</b> Minimum of 15 years working experience</p> <p><b>Specific experience:</b></p> <ul style="list-style-type: none"> <li>○ 10year's experience in planning and implementation for Dam design</li> <li>○ Experience in implementation of projects in Sub-Saharan Africa.</li> <li>○ Must be a Registered as Professional Engineer in Tanzania or any other recognized Engineering body.</li> <li>○ Extensive knowledge and experience in dam design, construction supervision and operation.</li> <li>○ Vast experience in dam safety instrumentation and preparation of Dam safety monitoring program.</li> <li>○ Experience in interpretation of water quality data and information.</li> <li>○ Experience in Catchment conservation and Management is an added advantage.</li> <li>○ Must-have experience in Dam break analysis and preparation of Emergence Preparedness Plan (EPP) of Dams.</li> <li>○ Must-have experience in Quality Assurance of the Dam Project.</li> </ul> <p><b>7.5. Water Supply Engineer</b></p> <p><b>Qualifications:</b> A minimum Bachelor Degree in in Civil Engineering or equivalent Engineering discipline with special focus on water supply with at least 10 years of relevant experience in design of water supply project such as analysis and optimization of water supply distribution networks systems, pumping stations, reservoir capacity, and also NRW management. He/ she shall be a registered professional Engineer.</p> <p><b>Responsibility:</b> He/ she shall be responsible in;</p> <ul style="list-style-type: none"> <li>○ Water Demand analysis for Domestic Use and Livestock</li> <li>○ Design of Water supply infrastructure</li> </ul> <p><b>7.6. Hydrologist</b></p> <p><b>Qualifications:</b> The Hydrologist must hold a university degree in Hydrology, Civil/Irrigation Engineering, or Water Resources Engineering. The candidate should be a professional with a strong background in hydrological data analysis and modeling, particularly related to river basin management and dam/reservoir designs in developing countries. The Hydrologist must also have proven expertise in:</p> <ul style="list-style-type: none"> <li>○ Climate change modeling and scenario development, and</li> <li>○ Assessing the impacts of climate change on river basins, economic activities, and large-scale infrastructure.</li> </ul> <p>Additionally, the individual should have experience in hydrological and flood modeling for multipurpose benefit assessments, in collaboration with economists. The Hydrologist should possess a minimum of fifteen (15) years of overall experience and at least ten (10) years of relevant experience.</p> <p><b>Responsibilities:</b> The Hydrologist will be responsible for collecting and reviewing all hydro-meteorological and river flow data and conducting the necessary hydrological analysis related to river basin management,</p>
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dam/reservoir design, and irrigation water requirements.

### **7.7. Land Surveyor Expert**

**Qualifications:** The expert must have documented experience in topographical land surveys and thematic mapping, with expertise in digital thematic mapping and GIS-based applications for similar large-scale projects. The candidate must hold at least a BSc degree or Advanced Diploma in Land Surveying and have a minimum of 10 years overall experience, with at least 5 years of relevant experience in GIS for similar assignments. The expert should be proficient in the use of GNSS data collection systems and the production of maps using AutoCAD Civil 3D software for irrigation project design.

**Responsibilities:** The expert will be responsible for the following tasks:

- o Review existing maps and survey data for the project site.
- o Develop a Base Map illustrating the proposed service area, drainage area, and the location of the headworks axis, ensuring that the Northings and Eastings are recorded using the UTM Arc 1960 reference datum.
- o Create a write-up or work plan for the Dam axis, Canal line, and other surveys that will form the basis for the project's development scheme.
- o Oversee the execution of survey work, including Topographic surveys of the Dam/Reservoir, Farm, and related infrastructure, and the establishment of Horizontal and Vertical Control using the UTM Arc 1960 Datum.
- o Prepare Topographic maps, Profiles, and Cross-Sections according to the format agreed with NIRC.
- o Perform additional tasks or responsibilities as delegated by the Team Leader throughout the study.

### **7.8. Geotechnical Engineer**

**Qualifications:** The Geotechnical Engineer must be a registered professional Civil Engineer with a Master's degree in Geotechnical Engineering or a related field. The individual should have proven experience in conducting geotechnical investigations and analysis, including safety considerations, particularly in the planning and design of dams and command areas. A minimum of fifteen (15) years of overall experience is required, with at least ten (10) years of relevant experience. This experience should include surface exploration of site conditions, use of geophysical methods, and sub-surface investigations.

**Responsibilities:** The Geotechnical Engineer will be responsible for:

- O Conducting surface exploration to evaluate the site's physical conditions.
- O Performing sub-surface investigations to assess the site's geology.
- O Identifying potential site limitations and selecting appropriate locations for borrow pits.
- O Carrying out additional tasks as delegated by the Team Leader or Assistant Team Leader.

### **7.9. Soil specialist/Pedologist**

**Qualifications:** The Soil Specialist/Pedologist should hold a postgraduate qualification in soil sciences and possess a minimum of 10 years of experience in conducting soil and pedological investigations for irrigation projects, cultivation methods design, and watershed management projects, specifically in sub-Saharan Africa.

**Responsibilities:** The Soil Specialist/Pedologist will be responsible for

performing detailed investigations of soil types and characteristics to inform irrigation planning and watershed management. This includes evaluating soil suitability for irrigation, recommending appropriate cultivation techniques, and providing technical guidance on soil conservation and management practices to optimize land use for agricultural development. Additionally, the specialist will assess water retention, and drainage properties to support sustainable farming practices in the project area.

#### **7.10. Agronomist**

**Qualifications:** The Agronomist should have a degree in Agronomy or Agricultural Science and possess a minimum of 10 years with specialized knowledge in irrigation, soil-water management, and crop production systems.

**Responsibilities:** The Agronomist will be responsible for the following tasks:

- o Conduct a thorough analysis of soil types, climate conditions, and water availability in the project area to determine the most suitable crops for cultivation.
- o Assess the agronomic characteristics and requirements of potential crops (e.g., growth patterns, water, nutrient, and pest management needs) to ensure compatibility with the environmental conditions.
- o Design and manage irrigation schedules based on crop water requirements, evapotranspiration rates, and local climate conditions.
- o Optimize water usage by integrating irrigation scheduling with local weather data, soil moisture levels, and crop growth stages.
- o Analyze the suitability of the proposed irrigation systems for specific crops and land conditions, ensuring they meet the water and nutrient needs of crops.
- o Provide guidance on best agricultural practices, such as crop rotation, soil fertility management, pest and disease control, and nutrient management, in the context of irrigation farming.
- o Develop integrated crop management plans that align with irrigation systems and encourage sustainable farming practices.

By executing these responsibilities, the Agronomist will ensure that the irrigation system supports the sustainable development of the agricultural sector within the project area, leading to increased productivity, improved food security, and efficient resource management.

#### **7.11. Economist/ Financial Expert**

**Qualifications:** The Economist should hold at least a master's degree in economics. They must have a minimum of ten (10) years of overall experience, with at least five (5) years of relevant experience. The Economist should have proven expertise in economic analysis related to the construction of large multi-purpose schemes, including cost-benefit analysis and multi-purpose benefit modeling for water projects. This includes evaluating the economic benefits of irrigation development, tourism, and water supply for both domestic and economic uses.

**Responsibilities:** The Economist will be responsible for conducting cost-benefit analysis, economic evaluations, and financial planning for the project. This includes preparing the project cost budget and analyzing the financial feasibility of the project.

#### **7.12. Fishery Expert**

**Qualifications:** The Fishery Expert should hold a postgraduate qualification in Fisheries Science, Aquaculture, Marine Biology, or Environmental Science, and possess a minimum of 10 years of experience in fisheries management, fishery

	<p>development, and designing sustainable aquaculture systems.</p> <p><b>Responsibilities:</b> The Fishery Expert is responsible for conducting a comprehensive fishery development study, including evaluating lakes and reservoirs for suitability, assessing water quality and fish populations, and analyzing the potential for aquaculture. The expert will recommend sustainable management practices, conduct economic feasibility assessments, and engage with local communities to improve livelihoods. Additionally, they will provide guidance on governance structures, propose best practices for fish farming, and develop environmental monitoring plans. The expert will also ensure proper reporting and documentation, supporting the successful implementation and long-term sustainability of the project.</p> <p><b>7.13. Safeguard or Environmental Specialist</b></p> <p><b>Qualifications:</b> The Safeguard or Environmental Specialist must hold at least a Master’s degree in Environmental Science, Environmental Engineering, Natural Resources Management, or a related field. They should have a minimum of ten (10) years of practical experience in conducting Environmental and Social Impact Assessments (ESIA) or related projects. Additionally, the Specialist must be familiar with Tanzanian environmental laws, regulations, policies, and procedures, and be registered as an EIA Expert with the National Environment Management Council (NEMC).</p> <p><b>Responsibilities:</b> The Safeguard or Environmental Specialist will be responsible for conducting environmental and social impact assessments, preparing the Environmental and Social Management Plan (ESMP), and recommending mitigation measures to minimize adverse impacts during both the construction and operational phases of the project.</p> <p><b>7.14. Sociologist Expert</b></p> <p>The Sociologist Expert shall be heading all community mobilization and capacity development activities. Shall possess a minimum of Master of Science Degree or equivalent in Social Studies or equivalent studies. Shall have a minimum of 10 years mobilization and capacity development activities overall working experience in community development incomparable sectors e.g, rural water supply, agriculture, irrigation and urban development.</p> <p>The Community Mobilization and Capacity Development Expert shall possess the following specific experience:</p> <ul style="list-style-type: none"> <li>i. 5-year experience in irrigation/agricultural projects and marketing campaigns</li> <li>ii. Experience in urban and rural pro-poor project approaches and rural communities</li> <li>iii. Experience in conflict management e.g., different land use interests</li> </ul> <p><b>7.15. Legal and Institutional Expert</b></p> <p>The legal and institutional aspects of the assignment will be led by an Institutional expert who possesses a minimum of Bachelor Degree in Arts of Legal specialized in Strategy Management or Change Management or Institutional Development with not less than ten (10) years working experience with legal and institutional developments with portfolio investments in the public irrigation sector out of which five (5) years must have been on similar assignments.</p> <p>The Institutional Expert should have the following specific experience:</p> <ul style="list-style-type: none"> <li>i. Knowledge of national and international water resource policies</li> <li>ii. Knowledge of public relations, public administration, institutional arrangements, policies and regulations, irrigation schemes management and capacity building</li> <li>iii. Demonstrated knowledge of the irrigation schemes water management and other sector cooperation arrangements</li> <li>iv. Good knowledge of the water and Irrigation sector policies and agreements</li> <li>v. Good knowledge of the legal systems and institutional arrangements</li> <li>vi. Working experience in east African countries with similar socio-economic</li> </ul>
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	<p>conditions will be an added advantage</p> <p><b>1.1.16. Valuer Expert</b></p> <p>The Valuer shall be responsible for conducting valuation of properties to be affected by the project. He/she must be a registered valuer as FRV with a Bachelor degree or Advanced Diploma in Land Management and Valuation. A postgraduate qualification in land management and valuation is an added advantage. She/he must have a minimum of Five (5) years cumulative experience in conducting valuation of properties in infrastructure projects. She/he must have done valuation on at least Three (3) development projects within the last Five (5) years. She/he must have at least Three (3) years working experience in Sub-Sahara Africa. Proficiency in both written and spoken English is essential.</p> <p><b>7.17. Quantity Surveyor/Cost Engineer</b></p> <p><b>Qualifications:</b> The expert should hold a degree or advanced diploma in a relevant field, with at least five years of professional experience in preparing quantity and cost estimates for civil works. They should have worked on at least four (4) projects involving similar tasks.</p> <p><b>Responsibilities:</b> The Quantity Surveyor/Cost Engineer will be responsible for the following tasks:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Establish or review/update cost estimates from previous studies.</li> <li><input type="checkbox"/> Gather unit costs of construction materials and overall construction costs in the project area.</li> <li><input type="checkbox"/> Prepare unit price analysis for various construction pay items specific to the project area.</li> <li><input type="checkbox"/> Develop the quantity and cost estimate for civil works and other components during the master planning and feasibility stages.</li> <li><input type="checkbox"/> Perform other tasks as delegated by the Team Leader throughout the study.</li> </ul> <p><b>7.18. Structural Engineer</b></p> <p><b>Qualifications:</b> A degree in Civil or Structural Engineering, with a minimum at least 10 years of experience in designing hydraulic and irrigation structures, including infrastructure such as reservoirs, pump stations, flood protection walls, and other related civil works.</p> <p><b>Responsibilities:</b> The Structural Engineer will be responsible for the design, analysis, and oversight of the structural components of the irrigation infrastructure, ensuring the safety, stability, and functionality of all civil works. The detailed responsibilities include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Design structural components such as reservoirs, pump stations, and flood protection walls, ensuring they are capable of withstanding hydraulic forces and environmental conditions specific to the project area.</li> <li><input type="checkbox"/> Conduct structural analysis to assess the integrity and stability of structures under various loads, including water pressure, seismic activity, and environmental stresses.</li> <li><input type="checkbox"/> Modify and adapt structural designs based on the flow dynamics and water resource management plans, ensuring that structures are optimized for the specific irrigation needs and environmental conditions of the region.</li> <li><input type="checkbox"/> Prepare detailed structural design reports, construction drawings, and specifications for all irrigation-related infrastructure.</li> <li><input type="checkbox"/> Ensure that the designs comply with local and international engineering codes, standards, and regulations.</li> </ul>
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### 7.19. Electro-Mechanical Engineer

**Qualifications:** A bachelor's degree in electrical or mechanical engineering, Mechanical Engineering, Electrical Engineering, or a related field with a significant experience (preferably in large-scale irrigation projects) designing and implementing electro-mechanical systems, with a focus on pump stations and irrigation infrastructure.

**Responsibilities:** The Electro-Mechanical Engineer will be responsible for the following tasks:

- Over see the design and implementation of electro-mechanical systems within the irrigation pipeline network. This includes pump stations, valves, irrigation systems, and any related mechanical and electrical infrastructure.
- System Integration: Ensure the integration of electrical and mechanical systems with the overall irrigation infrastructure, ensuring smooth and efficient operation.
- Operation and Maintenance: Supervise the installation, operation, and maintenance of all electro-mechanical equipment, ensuring reliability and minimizing downtime.
- Troubleshooting and Support: Provide troubleshooting and maintenance support for electro-mechanical equipment, addressing issues and ensuring systems continue to operate efficiently.

### 7.20. GIS Expert

**Qualifications:** The GIS Expert shall possess a minimum of Bachelor's or master's degree in GIS, Geomatics, Geography, Civil Engineering, Environmental Science, Water Resources Engineering, or a related field. Shall have a Minimum of 5 years of experience in GIS applications for water resources, irrigation, or infrastructure projects. Experience in collaborating with civil engineers, hydrologists, and government agencies.

Additional application/certification in GIS software (such as Esri ArcGIS, QGIS, or Remote Sensing) are highly preferred.

**Responsibilities:**

The GIS Expert shall possess the following specific experience:

- GIS Software Proficiency - Expertise in using ArcGIS, QGIS, AutoCAD Map 3D, or similar tools
- Remote Sensing & Satellite Data Analysis - Ability to process satellite imagery and aerial photography for hydrological mapping
- Hydrological & Topographical Mapping - Experience in watershed delineation, terrain modeling, and land use classification
- GPS & Surveying Techniques - Knowledge of field data collection using GPS, drones and total station
- Spatial Data Analysis & Modeling - Ability to perform spatial analysis for irrigation planning, water flow modeling, and soil suitability assessment
- Database Management - Experience with spatial databases like PostgreSQL/PostGIS, SQL Server, and geospatial data handling
- Experience in integrating GIS with engineering designs for irrigation systems

### 7.21. Dam Safety Engineer

**Qualifications:** Dam Safety Specialist shall have a minimum of master's degree in either Civil Engineering, Geotechnical Engineering, Hydraulic Engineering, Structural Engineering, Hydrology, Water Resource Engineering with

specialized experience in dam safety and with at least cumulative experience of ten (10) years of practical working experience in undertaking Dam Safety studies or other related projects. In addition, He/she must be familiar with the Tanzania Government Environmental laws and regulations, environmental policies and procedures.

**Responsibilities:**

- Conduct thorough dam safety evaluations to assess the structural integrity, potential risks, and hazards associated with dam sites involved in the irrigation project.
- Review and analyze existing dam safety studies, designs, and maintenance protocols, proposing improvements and ensuring that safety standards are met throughout the project lifecycle.
- Identify potential risks to dam safety, including environmental, structural, and operational risks, and develop mitigation strategies to prevent failures or accidents.
- Recommend emergency response plans and procedures in case of dam failure or other safety incidents.
- Contribute to the design of dam safety features for the irrigation infrastructure, such as spillways, emergency overflow systems, and structural reinforcements.
- prepare Dam Safety Plans covering all aspects in the dam safety safeguard policy according to World Bank and MoW requirements.

## 7.22. SCADA Engineer

**Qualifications:**

- Bachelor's degree in Electrical Engineering, Control Engineering, Automation Engineering, or a related field.
- Proven experience (typically 5+ years) in SCADA system design, implementation, and maintenance, particularly in irrigation, water supply, or industrial automation.
- Expertise in automated systems and SCADA platforms used for real-time monitoring and control of infrastructure systems.

**Responsibilities:**

- Design, develop, and implement SCADA systems for monitoring and controlling irrigation infrastructure including pumps, valves, flow meters, and water distribution networks.
- Ensure that SCADA systems are capable of real-time monitoring, remote control, and data collection for optimizing water distribution and management.
- Ensure that all automated components, including sensors and controllers, are integrated seamlessly with the SCADA platform.

## 7.2 Key Staff Man- months Input

The Consultant shall draw up a team of key personnel for Feasibility Study and Detailed Engineering Design. In addition to the above key staff the Consultant shall determine the Support and Backup staff deemed necessary to assist for successful completion of the assignment. However, their qualifications will not be considered in the evaluation of the proposals. The numbers of staff are only indicative requirements; the Consultant will determine the staffing in accordance with the required duration to implement the tasks efficiently.

The estimated minimum level of effort from consultant is as follows;

Table 4-1: Number of months for key staff

S. No.	Team member	Number Required	Period (Man-month)	Total
1	Team Leader	3	18	54
2	Deputy Team Leader	3	18	54
3	Civil/ Irrigation Engineer	6	12	72
4	Dam Engineer Specialist	3	12	36

	5	Water supply engineer	3	6	18
	6	Hydrologist	6	6	36
	7	Land Surveyor	9	6	54
	8	Geotechnical Engineer	6	6	36
	9	Soil specialist/Pedologist	6	6	36
	10	Agronomist	3	6	18
	11	Economist/ Financial Expert	3	6	18
	12	Fishery Expert	3	6	18
	13	Safeguard Specialist	6	6	36
	14	Sociologist	6	6	36
	15	Legal and Institutional Expert	3	6	18
	16	Valuer Expert	3	4	12
	17	Quantity Surveyor/Cost Engineer	3	4	12
	18	Structural Engineer	3	6	18
	19	Electro-Mechanical Engineer	3	5	15
	20	GIS Expert	3	6	18
	21	Dam Safty Engineer	3	6	18
	22	SCADA Engineer	3	6	18
		<b>Total Man-Months</b>			<b>653</b>
Support Staff	NA				
Staff Leave	NA				

#### Objective of the assignment

Item	Description
General objective	<p><b>3. Objective of the Assignment</b></p> <p><b>3.1. General Objective</b></p> <p>The overall objective of this <b>Consultancy Services</b> is to support the development of <b>approximately 3 million hectares</b> of irrigated land by providing a sustainable, efficient, and inclusive irrigation system across the <b>proposed twelve regions</b> of Tanzania: <b>Mwanza, Simiyu, Shinyanga, Singida, Dodoma, Kigoma, Katavi, Rukwa, Geita, Mara, and Kagera</b>. This will be achieved through the provision of <b>Feasibility Study, Detailed Engineering Designs, Environmental and Social Impact Assessment (including Resettlement Action Plan – RAP), and Tender Document Preparation</b> for the required irrigation infrastructure, ensuring a <b>year-round water supply</b> by utilizing <b>Lake Victoria, Lake Tanganyika, and rainwater harvesting systems</b>.</p>
Specific Objective	<p><b>3.2 Specific Objective</b></p> <p>To accomplish this goal, the Consultancy Services will include:</p> <ul style="list-style-type: none"> <li>i. Conduct a detailed baseline study covering topography, soil types, land use, and fertility to identify areas most suitable for irrigation development.</li> <li>ii. Evaluate the technical, environmental, social, and economic feasibility of establishing irrigation systems in the targeted regions.</li> <li>iii. Conduct a financial analysis to determine the cost-benefit ratio and long-term economic viability of the proposed irrigation infrastructure.</li> </ul>

	<p>iv. Provide detailed cost estimates for construction, operation, and maintenance of the irrigation systems.</p> <p>v. Assess the existing water sources, focusing on Lake Victoria and Lake Tanganyika, to evaluate their capacity, seasonal variability, and suitability for supporting small scale and large-scale irrigation infrastructure. These lake water sources are intended to supply more than 59 large dams planned for irrigation development across the targeted regions.</p> <p>vi. Identify appropriate locations for water abstraction and pump stations along the shores of Lake Victoria, Lake Tanganyika, and major tributaries, considering hydrological, technical, environmental, and socio-economic factors.</p> <p>vii. Assess the potential for rainwater harvesting across the twelve regions—Mwanza, Simiyu, Shinyanga, Singida, Dodoma, Kigoma, Katavi, Rukwa, Geita, Mara, and Kagera—to complement lake water sources. The project envisions the construction of over 200 reservoirs specifically designed to collect and store rainwater for supplemental irrigation supply.</p> <p>viii. Recommend water storage and regulation strategies, including integration of large dams, small reservoirs, and on-farm storage systems, to optimize water availability throughout the year and during dry spells.</p> <p>ix. Propose efficient, climate-resilient water distribution mechanisms that ensure equitable access for both smallholder and commercial.</p> <p>x. Develop Detailed Engineering Designs for essential irrigation infrastructure including pumping stations, pipeline networks, storage dams, reservoirs, rainwater harvesting systems, and control structures.</p> <p>xi. Design efficient and cost-effective irrigation infrastructure that optimizes water use and energy efficiency.</p> <p>xii. Prepare all required Dam Safety Plans in compliance with Ministry of Water (MoW) standards.</p> <p>xiii. Conduct an Environmental and Social Impact Assessment (ESIA), including preparation of a Resettlement Action Plan (RAP) and other required evaluation exercises.</p> <p>xiv. Evaluate social impacts, particularly on local communities, agriculture, and livelihoods, and propose strategies to promote community engagement and participation.</p> <p>xv. Institutional Support and Sustainability</p> <p>xvi. Recommend long-term operation, maintenance, and management strategies for the irrigation systems.</p> <p>xvii. Propose institutional frameworks for monitoring and evaluating the effectiveness and sustainability of the infrastructure.</p> <p>xviii. Capacity Building and Knowledge Transfer</p> <p>xix. Identify capacity-building needs for local authorities, farmers, and stakeholders involved in irrigation development and management.</p> <p>xx. Recommend training programs and support systems to enhance local skills, knowledge, and ownership of the systems.</p> <p>xxi. Provide tailored capacity building and training to ensure long-term sustainability.</p> <p>xxii. Prepare comprehensive Tender Documents for procurement and implementation of the designed irrigation infrastructure in accordance with national procurement standards.</p>
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## Mode of Payment

### 12. Mode of Payment

#### 12.1 PAYMENTS SCHEDULE FOR CONSULTANCY

Payment schedule for this assignment shall be as stipulated below:-

S/No.	Deliverables	Payment Conditions	Payment (%)
1	Inception Report	Upon submission acceptable inception report	20
2	Baseline Study and Concept Design	Upon submission acceptable Baseline study and Concept design	25
3	Draft Feasibility study Report and ESIA	Upon Submission acceptable Draft Feasibility report and final ESIA	15



S/No.	Deliverables	Payment Conditions	Payment (%)
4	Final Feasibility Study Report and ESIA	Upon submission of acceptable Final Feasibility report and final ESIA	15
5	Draft Detailed Project Report, detailed design and preparation of tender documents	Upon submission acceptable Draft detailed design, Bidding documents and Confidential Engineering estimates	15
6	Final Detailed Project Report, Detailed design, Confidential Engineers' Estimate & Tender documents	Upon submission acceptable Final Detailed Project Report, Detailed design, Confidential Engineers' Estimate & Tender documents	10

Since all of these payments shall be subject to the usual government accounting and auditing requirements, the Consulting Firm is expected to be familiar with the Government Accounting and Auditing Manual.

## **Coordination**

### **13. Coordination Arrangements**

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

The Consultant will be under the direct supervision of the Director General of the National Irrigation Commission (NIRC). In addition to coordinating with the relevant Local Government Authorities (LGAs), NIRC—through its designated supervising team—will oversee and monitor the Consultant's activities throughout the assignment. At designated stages of the consultancy, the Client, through the supervising team, will hold review meetings with the Consultant to ensure that the work is progressing in the appropriate direction. For these meetings, the Consultant shall prepare concise progress reports outlining the status of activities. These reports will be documented and formally recorded in the meeting minutes.

The Client will provide the following support:

- i) Facilitating access to Local Government Authority offices and introducing the Consultant to relevant authorities involved in the assignment.
- ii) Organizing meetings to validate submitted reports;
- iii) Assigning counterpart staff, including members of the client's supervising team, to work with the Consultant in the areas of Engineering, Land Surveying, Environmental Management, and Sociology, with the aim of building staff capacity; and
- iv) Assisting with the application process for licenses and approvals, including those required for aerial surveys.

The Consultant will be responsible for preparing a work schedule and ensuring timely delivery of outputs. They shall also arrange their own office space and transportation, review all relevant reports, studies, and information sources, and engage with all relevant departments, institutions, and project stakeholders in Tanzania as necessary for the execution of the assignment.

## **Consultant's Responsibilities**

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

The Consultant responsibilities are as follows:

- (a) Using qualified and competent employees, the consultant will professionally carry out engineering services for the project's comprehensive design as outlined in this TOR, adhering to internationally recognized standards. The consultant may, during the assignment, hire any more experts he thinks will be needed to complete the job successfully, but at no additional expense to the client. Work with counterpart employees is something that the consultant and his team will be prepared and eager to do.
- (b) The Consultant will make every effort to deliver the necessary services on schedule and with diligence, as specified in the contract. In this regard, the Consultant should provide complete curriculum vitae in the prescribed format for each member of the team proposed for the project. The Consultant will also make an effort to keep employees who have been nominated and are deemed qualified. Years of additional relevant experience will be viewed as advantageous.
- (c) In order to ensure that the project is implemented successfully, the consultant shall be accountable for meeting all of the financial needs of his staff, including travel expenses to and from the country, welfare benefits, and salary.
- (d) Any employee who cannot complete the task or who the client deems unfit shall have their position filled by a consultant with a comparable level of training, experience, and skill that the client finds acceptable.
- (e) The Consultant is in charge of covering the costs of lodging, other services for his employees on the assignment, and head office assistance. The Consultant shall also be in charge of hiring or purchasing any cars required for the assignment, as well as organizing the transportation of all office machinery and technical equipment. The consultant shall be in charge of scheduling and covering the cost of any laboratory analysis, topographic data collection, soil

surveying, and other related services, as well as report printing.

(f) All supplies purchased for the research and included in the proposed cost schedule, or for which reimbursement was requested and granted, must be turned over to the National Irrigation Commission at the conclusion of the contract.

(g) The Consultant will be required to submit the calculation models to the Employer if asked to do so.

(h) Additionally, the consultant must maintain thorough records of all work completed on the assignment and turn overall documents, working papers, computations, and computer data generated during the assignment to the Project Implementation Unit. Included in the documents that need to be turned in, is the entire collection of contract drawings, sketches, specifications, etc. These shall all be appropriately arranged in English.

(i) The Consultant Shall not assign nor sub-contract any part of the professional engineering services under this TOR to any person or firm, except with prior written consent of NIRC.

## **Duration of the Assignment**

### **11. Duration of the Assignment**

The Feasibility Study, and Detail Engineering Design of Dams/Reservoirs (if any) and Irrigation infrastructure shall be completed within a period of Eighteen (18) months commencing from the date of receipt of the Notice to proceed (NTP). Proposals should indicate how the funds will be best utilized to achieve the objectives of the assignment. All of the Consultant's costs incurred in their participation, the costs of specialized sub-contractors for surveys must be included in the consultant's financial proposal, the costs of all other consultations, coordination meetings and Capacity Building required for the Consultant to adequately complete the assignment must be included in the financial proposal

## **Counterpart Staff**

### **8. Counterpart staff**

The consultant shall make provisions for counterpart staff from the client's project supervision team and shall allocate adequate financial resources to cover both their supervision roles and training activities. This includes organizing and delivering training for staff of the National Irrigation Commission. The total cost for supervision and training must be included in the overall project budget, and the consultant shall estimate and incorporate this amount in their proposal. The training will cover both site-based and office-based activities in the following key areas:

- i. Topographical survey,
- ii. Environmental and Social Impact Assessment (ESIA)
- iii. Agronomic study
- iv. Soil survey and
- v. Detailed Engineering Design

## **Selection Procedure**

### **5. Selection Procedure**

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

## **Scope of the Assignment**

# **4. SCOPE OF WORK**

## **4.1 General Scope of the Consultancy Service**

The Consultant is expected to perform a wide range of tasks to achieve the objectives of the Feasibility Study, Detailed Design, Environmental & Social Impact Assessment including Resettlement Action Plan (RAP) and Preparation of Tender Document of the priority irrigation infrastructure and associated water management systems ensuring that the approach is professional, effective, and sustainable. The tasks should include, but are not limited to:

1. Inception Phase: The Consultant should conduct an initial reconnaissance survey and desk analysis to gather critical data on the project area.
2. Baseline Study and Concept Design
  - In-depth Baseline Study: The Consultant will carry out a detailed study to gather essential data on the project area, including design options, topography, soil conditions, water availability, and

stakeholder input.

- **Concept Design Report:** Based on the baseline study, the Consultant will prepare a comprehensive concept design that will guide the entire project, setting the framework for the feasibility and detailed design phases.

3. **Feasibility Study:** The Consultant shall carry out preliminary design the irrigation system, including pump stations, dams, irrigation pipelines, farm structures, drainage systems, farm roads, and flood protection dykes (if needed) as well as carry out site investigation works, which includes topographical survey, Geotechnical Investigation, soil survey. The designs should be practical, sustainable, and innovative.

- **Topographical Survey:** The Consultant should carry out a topographical survey to assess the pump station and dam sites, the proposed pipeline network, and the irrigation scheme areas. This survey is essential for providing data that will guide the design process, ensuring optimal positioning of infrastructure for water flow and accessibility.

- **Geotechnical Investigation & Seismology Tests:** The Consultant should carry out a detailed Geotechnical Investigation to evaluate soil and ground conditions at the proposed pump station site and surrounding areas. This should include, but is not limited to, seismology tests to assess seismic activity and its potential impact on infrastructure, particularly the pump stations.

- **Water Resource and Hydrological Study:** The Consultant shall carry out a comprehensive Water Resource and Hydrological Study, with a primary focus on Lake Victoria and Lake Tanganyika as the major water sources in the region. The study should evaluate the availability and reliability of these lakes, assess seasonal variations, and analyze regional hydrological flow patterns. This will inform the design of an irrigation system that ensures efficient and sustainable water use. In addition, the Consultant shall assess the feasibility of incorporating rainwater harvesting as a supplementary water source to enhance overall water security.

- **Soil Survey:** The Consultant should perform a soil survey to analyze soil types and fertility in the irrigation areas. This survey is critical for designing irrigation systems that ensure optimal crop growth, avoiding over or under irrigation.

- **Agronomic Study:** The Consultant should carry out an Agronomic Study to understand the local farming practices, crop types, and irrigation needs. This will allow for the development of irrigation designs tailored to the specific needs of the farming community, enhancing agricultural productivity.

- **Environmental and Social Impact Assessment (ESIA):** The Consultant should perform an Environmental and Social Impact Assessment (ESIA) to evaluate the potential environmental and social impacts of the irrigation infrastructure. This should include identifying risks such as water scarcity, soil erosion, or displacement and proposing mitigation measures to minimize or eliminate these impacts.

- **Fishery Development Study:** The Consultant should conduct a Fishery Study to assess the potential impact of the irrigation system on local aquatic ecosystems. This study should evaluate water quality, the potential for fish habitat disruption, and how the irrigation system may affect local fisheries. Recommendations for mitigating any negative effects on aquatic life should be provided, ensuring the sustainability of fishery resources in the region.

- **Resettlement Action Plan (RAP):** The Consultant will develop a RAP to address any resettlement needs arising from the construction of the irrigation infrastructure. This will include compensation, livelihood restoration, and community engagement strategies.

- **Preliminary Design:** The Consultant will prepare a preliminary design that outlines key infrastructure components and integration strategies for the irrigation system.

- **Financial and Economic Analysis:** The Consultant should conduct a financial and economic analysis of the project, assessing costs, potential revenues, and long-term economic benefits. This analysis should include a cost-benefit assessment to determine the feasibility and long-term viability of the irrigation project, ensuring that it delivers value to the local communities and stakeholders.

4. **Detailed Engineering Design:** The Consultant should design the pump stations, dams, irrigation pipeline network, and associated infrastructure, including farm structures, drainage systems, farm roads, and flood protection dykes (if required). The design should be thorough, practical, sustainable, and innovative, considering both current and future needs.

5. **GIS Data Gathering and Compilation:** The Consultant will gather and compile GIS data to assist in site selection, mapping, and planning the irrigation infrastructure. This will be crucial for accurate planning, monitoring, and management of the project.

Throughout the project, the Consultant should maintain clear communication with the client, providing regular updates and ensuring alignment with the client's expectations at every stage. The tasks outlined above form the core of the feasibility and design process, contributing to a well-designed, sustainable, and economically

viable irrigation system.

## 4.2 Project Planning and Implementation Steps

To effectively plan and implement the Feasibility Study and Detailed Design of the Irrigation Pipeline Network, the consultant should follow a structured approach with the following phases. These steps ensure comprehensive data collection, accurate analysis, and practical implementation of the designs:

### 1. Project Initiation and Kickoff

**Objective: Establish a clear understanding of the project goals, timelines, and roles.**

**Actions:**

- Hold a project kickoff meeting with the client to confirm the scope and objectives.
- Define the roles and responsibilities of the consultant and client teams.
- Develop the project timeline, milestones, and deliverables.
- Establish communication protocols and reporting mechanisms.

**Output: Project plan, timeline, and agreed communication framework.**

### 2. Inception Stage

The Inception Stage refines the project scope and establishes the foundation for the baseline study, detailed feasibility and design stages.

Key Activities:

**Finalize project objectives, scope, and deliverables.**

**Develop an Inception Report detailing the project methodology, schedule, and resource needs.**

**Confirm the project team and assign resources to ensure efficient execution.**

Output: Inception Report that outlines project methodology, schedule, and resource allocations.

### 3. Baseline Survey and Concept Design (Conducted Before Feasibility Study)

The Baseline Survey is a crucial step in the data collection process, providing key insights into the project's location, water availability, and the needs of local communities. These insights will guide the next stages of the project.

Key Activities:

**Site Reconnaissance: Initial on-site observations to identify key characteristics, challenges, and opportunities in the project area.**

**Preliminary Stakeholder Engagement: Early consultations with stakeholders to identify concerns, needs, and expectations. The most common stakeholders are provided below and it is not limited to:**

**Local Communities: Farmers, fishers, Agricultural Cooperatives/Associations, community leaders, water user**

**associations and Agricultural Cooperatives/Associations.**

**Government Authorities: Ministry of Agriculture, Ministry of Water, National Irrigation Commission (NIRC), National Environmental Management Council (NEMC), Tanzania Electric Supply Company Limited (TANESCO), Tanzania National Roads Agency (Tanroads), Regional, district, ward and village authorities.**

**Environmental and Social Organizations.**

**International Stakeholders: Lake Victoria Basin Commission (LVBC), Lake Tanganyika Authority (LTA), Nile Basin Initiative (NBI) and International Water Management Institute (IWMI).**

**Topography and Soil Evaluation: Assess land characteristics and soil types to determine which areas will benefit most from irrigation improvements.**

**Basic Water Availability Assessment: Review of available water sources and existing irrigation systems to determine their suitability and capacity for supporting new infrastructure.**

**Initial Environmental Screening: Conduct a high-level environmental and social assessment to identify potential risks or issues that could affect the project.**

**Concept Design: Identify possible pump station and dams sits, pipe line routs, command area, setting the direction for further detailed planning and feasibility study.**

**Output: Baseline Survey and Concept Design Report, which provides a high-level overview of site conditions, water availability, stakeholder needs, and environmental considerations.**

#### **4. Feasibility Stage**

**This phase assesses the overall feasibility of the irrigation project by analyzing its technical, financial, environmental, and social viability.**

**Key Activities:**

**Perform a technical assessment of existing infrastructure and water resources.**

**Conduct preliminary design of the pipeline network, including pump stations, dams, distribution systems, dams and irrigation infrastructure.**

**Carry out site investigation works, which includes topographical survey, Geotechnical Investigation, soil survey, agronomy and hydrological**

**analysis.**

**Conduct financial analysis, including a cost-benefit study, to evaluate the project's economic viability.**

**Assess environmental and social impacts, identifying potential risks and suggesting mitigation strategies.**

**Perform a risk analysis to address potential challenges and obstacles in project implementation.**

**Output: Feasibility Study Report, including technical viability, financial projections, and environmental and social impact assessments.**

#### **5. Detailed Engineering Design**

**Once the project is confirmed as feasible, the Detailed Engineering Design phase develops the specific technical designs required to implement the irrigation system. This phase ensures that all components of the irrigation network will function efficiently and meet sustainability goals.**

**Key Activities:**

**Detail design the pipeline network, including pump stations, distribution systems, dams and irrigation infrastructure.**

**Develop detailed designs for additional infrastructure, such as roads, drainage systems, and flood protection.**

**Use advanced engineering techniques to optimize water distribution and sustainability.**

**Ensure compliance with local regulations and engineering standards.**

**Conduct hydraulic modeling to ensure efficient water flow and distribution.**

**Output: Detailed Engineering Design Documents, including construction drawings, specifications, and technical reports.**

#### **6. Final Detailed Design and Documentation**

**The Final Detailed Design and Documentation phase refines the designs based on feedback from stakeholders and ensures the project is ready for implementation. It includes all necessary documentation for tendering and construction.**

**Key Activities:**

**Incorporate feedback from stakeholders, regulatory bodies, and technical evaluations into the design.**

**Finalize all design documents, including construction drawings, technical specifications, and tender documents.**

**Ensure all necessary permits, approvals, and compliance are in place**

**before construction begins.**

## **Prepare a final report summarizing the design process and readiness for implementation.**

**Output:** Final design package, including refined designs, construction documentation, and necessary approvals. By following these steps, the consultant should ensure a thorough, well-coordinated approach to planning, designing, and implementing the irrigation pipeline network, ensuring both short-term success and long-term sustainability of the project.

### **4.3 Detailed Scope of Services**

#### **4.3.1 Topographical Survey**

The Consultant shall carry out a comprehensive set of topographical surveys and mapping tasks to collect essential data for the design and planning of the irrigation pipeline network and associated infrastructure. These tasks shall ensure the precise identification of control points, structures, and the necessary earthworks, which will support an efficient and sustainable design process. The Consultant is required to carry out the following tasks, but are not limited to:

- The Consultant shall identify and establish permanent control points at regular intervals, starting at a maximum distance of 250 meters along the dam site, with secondary points distributed up to 500 meters. These points shall be inter-visible across the irrigated area.
- Primary control points shall be monumented using 16mm steel pins, embedded in 1.0-meter-deep cast in-situ concrete. The Consultant shall prepare and submit detailed description cards for these control points to the Client for future reference.
- All topographic surveys carried out by the Consultant shall comply with the Land Surveying and Mapping Standards of Tanzania, as these standards are required to ensure the quality, accuracy, and consistency of the survey data collected.
- The Consultant is obliged to coordinate with the Ministry responsible for Lands to align with existing National Grid/Datum reference beacons and benchmarks, ensuring that all coordinates of intersection points shall be referenced in the Universal Transverse Mercator(UTM) system and tied to the National Survey Grid.
- Topographic maps shall be created at various scales, including but not limited to 1:4000 for general mapping, 1:1000for detailed mapping of the dam site, and 1:2000 for access roads, camps, and permanent housing.
- The contour interval shall vary according to the terrain, with 0.5 meters for intermediate contours and 1.0 meter for index contours in most cases. Specific mapping requirements shall include, but are not limited to, areas such as the upstream reservoir, downstream areas, and irrigable zones.
- The Consultant shall produce full-color aerial digital photography of the project area, which shall be used to generate geo-referenced orthophoto mosaic maps at a 1:5000 scale. The aerial photography shall meet the following specifications:
  - Pixel size between 0.15-2 meters.
  - Red, green, or blue visible channels.
  - 2-5 meters with control points.
  - UTM (WGS 84).
  - Geo-coded TIFF.
- Using the survey and mapping data, the Consultant is required to determine suitable pump station and reservoir sites for the irrigation project. The Consultant shall also identify the locations of associated infrastructure, such as spillways, communities, and settlement areas.
- The Consultant is obliged to carry out detailed surveys of the irrigable area, incorporating a grid system of 50-meterintervals to create topographic maps. For areas with steep slopes (>25%),the contour interval shall not exceed 1 meter, and for flat or undulating areas, the contour interval shall not exceed 0.5 meters.
- The map shall also show all major features, such as existing irrigation infrastructure, water-fetching

points, footpaths, cattle crossings, settlements, trees, gullies, hills, graves, and traditional canals, but shall not be limited to these features.

- The topographic data shall be recorded and submitted in standard survey field books or electronic data books, with the final data presented on CD-ROMs containing files in MS Excel, DXF, or DWG formats. This data shall become the property of the Client upon completion of the assignment.
- The Consultant shall prepare and submit a detailed report outlining the findings, methodologies, and results of all surveys, including aerial mapping, topographical analysis, and dam site determination.
- Based on the survey and design works, the Consultant shall identify and define the designed, developed, and potential irrigable areas within the study area.

#### **4.3.2. Geological and Geotechnical Investigation**

The Consultant shall undertake a comprehensive geotechnical and geological investigation to ensure that all critical aspects related to soil conditions, structural stability, and site suitability are thoroughly evaluated for the irrigation project. Below are the key areas the Consultant is required to address in the geological assessment but not limited to:

- The Consultant shall analyze the lithology (rock types), stratigraphy (layering of rock layers), and structural geology (folds, faults, fractures) of the site area to understand the geological makeup and its impact on the project.
- The tectonic history of the region, including past seismic events and current plate tectonic movements, shall be reviewed through existing relevant documentation to assess the likelihood of geological hazards that may affect the project.
- The Consultant shall evaluate the geologic conditions at potential pump station and dam sites, ensuring that the selected site is stable and suitable for construction. This includes considering soil composition, rock characteristics, and structural integrity to determine if the site can support the pump station infrastructure.
- The characteristics of the foundation soils and rocks shall be assessed to determine their suitability for supporting large infrastructure like the pump stations and reservoirs. This involves evaluating the strength, compressibility, and stability of the soils and rocks beneath the foundations.
- The Consultant shall assess the potential for geological hazards such as fault lines, fractures, and other geological anomalies that could influence the design, construction, and long-term operation of the infrastructure. Understanding these factors is crucial for ensuring safety and long-term stability.
- The Consultant shall analyze the seismicity of the area, including historical and recent earthquake data. This will help determine the earthquake intensity that the project infrastructure should be designed to withstand. Earthquake-prone areas require specialized structural designs to prevent damage.
- The Consultant shall identify potential sources of construction materials (such as sand, gravel, stone, etc.) within the vicinity of the project area. Evaluating local material availability helps minimize transportation costs and ensures sustainability.
- The Consultant shall conduct trial pits at appropriately selected locations to identify the soil types and assess their engineering properties. This includes analyzing soil bearing capacity, permeability, compaction ability, and other factors essential for the design of irrigation infrastructure.
- The Consultant shall identify any uncertainties arising from the interpretation of geophysical results, particularly regarding soil and rock properties. These uncertainties could affect the cost and viability of the project, so it is important to assess the potential impact on project planning and execution.
- The Consultant shall develop detailed geological profiles for key infrastructure foundations, including those for the irrigation weir, pump station, and reservoir. The profiles shall include information on geological structures, soil composition, rock layers, and potential permeability to evaluate the stability and suitability of the site for construction.
- The Consultant shall provide geo-referencing of possible sources of construction materials in the project area. These sources shall be mapped and assessed for their engineering properties, including conducting basic tests (e.g., granulometry, shear strength, compaction tests) to ensure they meet project requirements.



### **4.3.3. Hydrology and Water Resources Study**

The Consultant shall carry out comprehensive hydrological assessments for the irrigation project to determine the availability and sustainability of water resources for the irrigation network. The Consultant is required to perform the following tasks but not limited to:

- The Consultant shall review and evaluate the quality of the existing water runoff and rainfall data available for the project area. This will include verifying the accuracy, completeness, and reliability of historical data to ensure it is suitable for the project's hydrological analysis.
- The Consultant is required to carry outflow measurements in the river at the proposed dam site to determine the current discharge rates and hydrological conditions. This data shall be critical in determining the size and capacity of the dam, as well as the related irrigation infrastructure.
- The Consultant shall estimate the monthly runoff at various sites in the project area. This will involve estimating the quantity of surface water runoff from different catchment areas, which will be important for designing the irrigation network and determining water availability throughout the year.
- In the event that sufficient data from local gauging stations is not available, the Consultant shall adopt appropriate hydrological techniques to derive the required design flow, including but not limited to:
  - o Estimating extreme river flow to account for flood events.
  - o Defining hydrological statistics to determine flow conditions under various scenarios, ensuring a safe and reliable water supply for irrigation.
- The Consultant shall analyze the impact of spatial and seasonal variations in climatic variables (such as rainfall and temperature) on the hydrological characteristics of the project area. This will provide valuable insights into how changing climate conditions might affect water availability for irrigation.
- The Consultant is obliged to perform a detailed hydrological analysis to estimate the reservoir yield and design flood flows. This will include:
  - o Estimating the design flood that the demand other hydraulic structures shall be capable of handling.
  - o Calculating the potential yield of the proposed reservoir to ensure it can meet irrigation demands during both wet and dry periods.
  - o This analysis is required to determine the size and capacity of pump stations and related hydraulic structures.
- The Consultant shall evaluate the current and potential future water uses in the project area, including but not limited to Environmental flows, Current water demands, and planned future water uses.
- The Consultant shall assess and quantify both current and planned upstream water uses and evaluate their potential impact on the proposed project.
- The Consultant shall propose an optimized water allocation scheme that ensures fair distribution of water resources among various users, including irrigation, environmental needs, and domestic and industrial uses.
- The Consultant is required to determine the sediment load in the project area, including projections of future changes in upstream sediment release based on the upstream development plan.
- The Consultant shall forecast the dead storage volume and the future rate of reduction of live storage, as well as estimate the efficiency of the reservoir in trapping sediments.

### **4.3.4 Agronomic Study**

The Consultant shall be tasked with carrying out a thorough agronomic and irrigation management assessment to ensure the efficient use of the available water supply and maximize crop production in the targeted regions. The Consultant is required to focus on the following critical aspects but not limited to:

- The Consultant shall estimate the irrigation water requirements for the entire irrigation scheme. This will involve analyzing available water resources to determine the most efficient way to distribute water across the system, ensuring sustainable use.
- Together with farmers, the Consultant shall assist in identifying suitable high-yielding, labor-

absorbing, and high-value crop varieties for the region. These crops will include, but not be limited to, rice, fruits, vegetables, green maize, and spices. Selection will be based on their compatibility with local weather and soil conditions.

- The Consultant shall analyze the socio-economic implications of cultivating the identified crops, focusing on the potential for crop production to absorb rural labor. The goal is to ensure that the irrigation scheme provides sustainable employment and economic opportunities for local communities.
- The study shall focus on how the cultivation of selected crops could enhance rural livelihoods, create jobs, and potentially reduce rural-to-urban migration by encouraging more people to remain employed within the agriculture sector.
- The Consultant is required to develop crop production calendars for the identified crops, providing clear timelines for planting, growing, and harvesting. This will help optimize the use of water resources and ensure that Crops are grown at the most appropriate times.
- The Consultant shall identify appropriate cropping patterns that consider irrigation capacity, water requirements, and climatic conditions. The goal is to promote efficient crop rotation and diversification, ensuring both economic viability and environmental sustainability.
- The Consultant shall develop site-specific guidelines for irrigation scheduling tailored to the crops selected for the irrigation scheme. These guidelines shall enable farmers to manage water use efficiently, ensuring that water is applied at the optimal time and in the correct amounts to meet crop needs.
- The irrigation scheduling shall consider the water needs of each crop at various growth stages, including seedling establishment, flowering, and harvest, while also accounting for soil moisture retention and crop evapotranspiration.
- The Consultant shall estimate both water conveyance losses (from canals and pipes) and field irrigation water losses (such as evaporation, runoff, and percolation) to determine the total water demand for the scheme.
- Based on the water requirements and losses, the Consultant is obliged to calculate the required peak design flow for the main, secondary, and tertiary canals. This will ensure that the irrigation system is designed to handle peak flow conditions and meet crop water needs efficiently.

#### **4.3.5 Soil Survey Investigation**

The Consultant shall be tasked with conducting a comprehensive soil survey and land assessment for the demarcated irrigable command area. The objective is to ensure that the soil conditions are suitable for irrigation and crop production, and that the irrigation system can be designed efficiently to maximize agricultural productivity. The Consultant is required to perform the following key tasks but not limited to:

- To carry out a detailed soil survey of the demarcated irrigable command area using appropriate sampling techniques and observations that conform to FAO guidelines for soil surveys.
- The Consultant shall prepare a soil survey map at a scale of up to 1:10,000. This map shall depict the distribution of different soil types and provide critical data for the design of the irrigation system.
- The Consultant is required to collect and analyze soil samples to determine key physical and chemical properties necessary for evaluating irrigation water requirements and soil suitability for the proposed crops.
- The Consultant shall develop a land classification system to assess land irrigability and drain ability within the proposed irrigation area. This system shall help categorize land areas based on their suitability for irrigation and identify potential challenges related to drainage.
- The Consultant shall critically evaluate and analyze the results of the topographic survey, soil survey, and other land characteristics of the project area. This analysis shall identify potential challenges related to soil suitability for irrigation and assess land productivity for future use.
- The Consultant shall identify and delineate the irrigable area in terms of its suitability for irrigated agriculture development. This will include assessing the soil's ability to retain and manage water for irrigation.
- The Consultant shall evaluate the soil characteristics and climatic conditions to determine the most suitable crops and cropping patterns for the area. This shall include identifying crops that can

thrive in the local environment and align with the irrigation system design.

- The Consultant shall list potential future crops and cropping patterns that could be developed within the irrigation scheme, optimizing the land's agricultural potential.

#### **4.3.6 Fishery Development Study**

The Consultant shall conduct a comprehensive fishery development study, which shall include, but is not limited to, the following tasks:

- The Consultant shall assess critical water quality parameters, including temperature, pH, oxygen levels, turbidity, nutrient concentrations, and pollutants. This evaluation shall be essential for determining the potential of each water body to support sustainable fish populations.
- The Consultant shall carry out a detailed survey to assess the current state of fish populations in the lakes and reservoirs. This shall include identifying native and non-native fish species, determining their population sizes, and evaluating the biodiversity of the aquatic ecosystem.
- The Consultant shall examine existing fishing practices, including fishing methods, fishing effort, and local community participation in fish harvesting. This analysis shall help determine whether current fishing practices are sustainable and whether improvements or adjustments are necessary.
- The Consultant shall analyze the suitability of the lakes and reservoirs for various types of fisheries, including capture fisheries and aquaculture.
- The Consultant shall assess the feasibility of establishing aquaculture operations (fish farming) within the identified water bodies. This shall involve evaluating suitable sites for fishponds or cages and identifying appropriate species for farming, such as tilapia, catfish, or trout.
- The Consultant shall provide recommendations for stocking native fish species or other suitable species to enhance fishery productivity while ensuring sustainable harvesting practices.
- The Consultant shall analyze the potential environmental impacts of introducing or expanding fishery operations. This analysis shall include assessing the effects on water quality, aquatic ecosystems, biodiversity, and the local environment to minimize any adverse impacts.
- The Consultant shall engage with local communities to understand their dependence on fisheries for food, income, and employment. This engagement shall help determine the role that fishery development shall play in improving livelihoods and food security for local populations.
- The Consultant shall evaluate the economic feasibility of developing fisheries in the selected water bodies. This shall include cost analysis, potential returns on investment, market access, and income generation opportunities for local fishermen and fish farmers.
- The Consultant shall recommend best practices for managing the fishery to ensure its sustainability. This includes advising on regulated harvesting, stock management, and continuous environmental monitoring to prevent overfishing and maintain ecological balance.
- The Consultant shall recommend the establishment of governance structures to manage the fishery resources. This shall include creating local fishery management committees, developing fishery policies, and establishing monitoring systems to ensure compliance with regulations.
- The Consultant shall propose training programs for local communities, fishers, and stakeholders. These programs shall focus on sustainable fishing practices, aquaculture techniques, and fish health management to ensure the long-term success of fishery development.
- The Consultant shall develop a comprehensive action plan detailing the steps required for successful fishery development in the selected lakes and reservoirs. This plan shall outline the necessary interventions, timelines, and responsible parties for each phase of the development process.

#### **4.3.7 Environmental and Social Impact Study**

The Consultant shall be responsible for carrying out a comprehensive environmental and social impact assessment (ESIA) for the proposed irrigation project. The goal of this task is to identify, evaluate, and mitigate any potential negative environmental and social impacts that may arise during the project's construction, operation, and maintenance phases. The Consultant is required to undertake the following key tasks but not limited to:

- The Consultant shall carry out an environmental screening and scoping study to identify key social and

environmental issues at the project site and surrounding areas. This study shall help determine the scope and focus of the subsequent environmental and social assessments.

- The screening process shall identify areas that require closer attention, such as land use, sensitive ecosystems, potential pollution, community health and safety concerns, and other socio-environmental factors.
- The Consultant shall identify, analyze, and assess the potential environmental and social impacts of the proposed project, including during construction, operation, and maintenance.
- The Consultant shall prepare a detailed report outlining the environmental and social impacts and provide recommendations for mitigation.
- The Consultant shall provide a detailed description of the relevant environmental regulations and standards governing the project.
- The Consultant shall recommend cost-effective measures for minimizing or eliminating adverse environmental and social impacts of the proposed project, including during construction, operation, and maintenance.
- The Consultant shall prepare an Environmental and Social Management Plan and Health and Safety Management Plan for construction, operation and maintenance phases of the Project.
- To specify appropriate roles and responsibilities, and outline the necessary reporting procedures, for managing and monitoring environmental and social concerns related to projects.

#### **4.3.8 Economic Analysis**

The Consultant shall be responsible for evaluating the economic viability and financial sustainability of the irrigation project, which is essential for guiding investment decision and ensuring optimal value for money. The Consultant is required to cover the following key aspects in their analysis:

**The Consultant shall perform a cost-benefit analysis (CBA) for the final design of the irrigation project, analyzing both economic and financial terms. Presented indicators will include NPV (Net Present Value), B/C (benefit cost ratio), and EIRR (Economic Internal Rate of Return).**

**The Consultant shall provide detailed cost estimates for all project components, including the irrigation infrastructure, pumping stations, dams, reservoirs, roads, and other essential structures.**

**The cost estimates shall include unit costs for materials, labor, and equipment, as well as estimated quantities for each component.**

**The Consultant is required to include appropriate contingencies in the cost estimates to account for uncertainties or changes during the design and construction phases, ensuring that the estimates remain robust under different scenarios.**

**The Consultant shall prepare annual project cost budget tables that outline the expected costs for both the construction and operational phases of the project.**

**The analysis shall cover the entire project lifecycle, including capital investment during construction and ongoing costs during the**

**operational phase, ensuring a comprehensive assessment of long-term financial sustainability.**

**Environmental Costs:** The Consultant shall include the costs associated with environmental management and mitigation measures (e.g., reforestation, water quality management, habitat protection) in the overall project costs.

**Resettlement Costs:** If any communities need to be relocated due to the project, the Consultant shall calculate and incorporate the resettlement costs (e.g., compensation, housing, and infrastructure support) into the project budget.

**Adaptation to Climate Change:** The Consultant shall account for the costs of climate change adaptation measures (e.g., altering the dam design, operational adjustments, and other environmental considerations) in the cost estimates.

**The Consultant shall include the costs related to construction management, such as project oversight, coordination, and administrative support, as separate items in the cost estimates.**

**The Consultant shall apply appropriate contingencies to account for uncertainties that cannot be fully defined during the feasibility study phase. These contingencies shall cover unforeseen challenges during design, construction, and operation.**

#### **4.3.9. Detailed Engineering Design**

The Consultant shall undertake comprehensive engineering design to ensure the safety, efficiency, sustainability, and regulatory compliance of the irrigation infrastructure. This includes designing infrastructure components such as flood protection measures, precise water delivery systems, and irrigation layout. The Consultants required to estimate water requirements, analyze drainage parameters, and prepare essential documentation, including Bills of Quantities (BoQs), specifications, and design plans. The specific obligations of the Consultant shall include but not limited to the following:

- The Consultant shall carry out preliminary and detailed hydraulic and structural design for key components, including pumpstations, dams, reservoirs, and major irrigation structures. This includes ensuring that these structures can withstand maximum flood estimates and conducting a subsurface hydraulic analysis to assess scour depths, cut-off levels, and energy dissipating mechanisms.
- The Consultant shall ensure that the designs account for the geological and geotechnical data of the region, ensuring safe and optimal infrastructure development.
- The Consultant shall design flood protection structures, including retaining walls and flood dykes, to ensure the structural and hydraulic safety of the entire irrigation system, protecting it from potential flood risks.
- The Consultant shall design the irrigation system to prioritize reliability, equity, and flexibility in water distribution, ensuring consistent water supply to farms. The design shall also aim to reduce water user conflicts and minimize operation and maintenance costs.

- The Consultant shall update, if applicable, and compute the actual evapotranspiration, crop water requirements, and irrigation demand using agronomic, climatological, and soil data gathered for the project area, applying the most appropriate methodologies.
- The Consultant shall investigate drainage parameters such as permeability and hydraulic conductivity of agricultural soils in the project area to ensure effective drainage system design.
- The Consultant shall perform the detailed design of canals, drains, flood control systems, and road alignments. This includes determining the location of structures and creating layouts that ensure optimal irrigation distribution and site accessibility.
- The Consultant shall design and calculate the capacities of canals, drains, and in-farm road elements, including hydraulic and structural analysis of canal cross-sections, water profiles, and alignment with topographic features and geological conditions.
- The Consultant shall estimate water application, conveyance losses, and irrigation efficiencies during the design process to optimize the system for effective water use.
- The Consultant shall identify and update canal-lining requirements based on soil studies and integrate these findings into the design to reduce water loss and enhance system efficiency.
- The Consultant shall prepare general plans and drawings for pump stations, booster stations, reservoirs, and all irrigation infrastructure, including canals, drains, and associated structures.
- The Consultant shall design access roads to connect the project to nearby road networks, diversion sites, and borrow areas, ensuring ease of transportation for materials, equipment, and personnel.
- The Consultant shall prepare a priced Bill of Quantities (BoQ) for all construction activities and an implementation schedule. These documents shall be submitted for discussion and approval by the Client and other stakeholders, reflecting prevailing construction market rates.
- The Consultant shall develop a comprehensive water delivery system design, including layout, capacity, transmission network, distribution network, reservoirs, and pumping stations to ensure efficient and equitable water distribution.
- The Consultant shall prepare detailed technical specifications for all works, materials, equipment, and infrastructure components required for the project.
- The Consultant shall ensure that the design complies with local regulations, standards, and environmental guidelines to meet legal and regulatory requirements.
- The irrigation system design shall be energy-efficient, cost-effective, and environmentally sustainable, minimizing operational costs and environmental impacts while ensuring long-term functionality.

#### **4.3.10. GIS Data Gathering and Compilation**

- The Consultant will compile accurate and detailed maps using GIS, which will include critical data such as existing infrastructure, water sources, soil types, land use patterns, and environmental features. These maps will guide the project's design and allow for better visualization and communication with stakeholders.
- The Consultant will compile all relevant feasibility study and detailed design data into a centralized GIS database. This database will include essential data such as:
  - o Hydrological data (e.g., water sources, flow rates, seasonal variations).
  - o Soil properties (e.g., permeability, fertility).
  - o Topographic features (e.g., land slopes, elevations).
  - o Environmental considerations (e.g., protected areas, biodiversity).
  - o Social and demographic data (e.g., population density, land ownership).
  - o Infrastructure design data (e.g., pump stations, reservoirs, canals, etc.).
- The Consultant will ensure that the database is organized, easily accessible, and up-to-date, enabling efficient retrieval of information for design analysis and decision-making. This will also help integrate data from multiple sources, such as field surveys, environmental studies, and design reports.
- The Consultant will establish processes to ensure the accuracy, consistency, and reliability of the data being compiled into the GIS database. This may involve verification of data sources, field data validation, and periodic checks to ensure that the data is current and suitable for use.

#### **4.3.11. Preparation of dam Safety Plan**

**The consultant shall prepare a Dam Safety Plans covering all aspects in the dam safety safeguard policy according to World Bank and MoW requirements**

- i) Operation and Maintenance Plan including the first impoundment and dam safety inspection procedures.**
- ii) Dam safety monitoring and instrumentation plan.**
- iii) Emergency preparedness plan.**
- iv) Construction supervision and quality control plan (including a supervisory consultancy TOR)**

#### **4.3.12. Capacity building and Training**

**The Consultant shall be responsible to provide capacity building Training/knowledge transfer to employer's staff throughout the Project period and at every stage of implementation on every study that will be carried out and will involve both office work and field works. The cost for facilitating the capacity building and training throughout the project will be included in the financial proposal that the consultant will submit. This will cover all costs related to the training sessions, including any materials, logistics, and personnel involved in facilitating these sessions.**

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

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

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

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

#### **Background**

##### **1. INTRODUCTION**

###### **1.1 Background**

Agriculture is the cornerstone of Tanzania's economy, playing a pivotal role in national growth, food security, and poverty reduction. The sector significantly contributes to the country's GDP, employment, and export earnings. A large proportion of the population, particularly in rural areas, depends on farming for their livelihoods. With a diverse range of crops—from maize and rice to coffee and tea—agriculture remains central to both national development and household food security.

Despite its importance, the agricultural sector faces considerable challenges. These include unpredictable rainfall patterns, water scarcity, and the adverse impacts of climate change, all of which constrain productivity and lead to reduced crop yields and limited food availability in critical regions. To address these issues and foster sustainable agricultural development, this project proposes the establishment of a large-scale irrigation system that utilizes the abundant freshwater resources of Lake Victoria and Lake Tanganyika—two of Africa's most vital lakes.

The proposed irrigation development includes three major pipeline networks and comprehensive lakeshore development aimed at connecting these lakes to regions with high agricultural potential as listed in Table 1-1 and Table 2-2;

Lake Victoria Pipeline Network; this system will span approximately 1,187 kilometers and is expected to support irrigation on more than 1,284,995 hectares across the regions of Mwanza, Simiyu, Shinyanga, Singida, and Dodoma.

Key routes include; Kabita Intake to Ukenyenge (212km): Serving Simiyu and Shinyanga, passing through 5 districts, 22 wards, and 54 villages, Mbalika Intake to Ndurumo (270km): Covering Mwanza, Simiyu, Shinyanga, and Singida, reaching 7 districts, 27 wards, and 55 villages. Ngungato to Makutupora (527km): Extending through Simiyu, Shinyanga, Tabora, Singida, and Dodoma, covering 14 districts, 47 wards, and 127 villages and Singida to Itigi (178 km): Focused within Singida Region, crossing 3 districts, 13 wards, and 56 villages.

Lake Tanganyika Pipeline network will cover approximately 993 kilometers and irrigate more than 294,970 hectares across Kigoma, Katavi, and Tabora. It includes; Mpanda Intake to Tabora (460km): Passing through Katavi and Tabora, covering 5 districts, 24 wards, and 63 villages and Kigoma to Nzega (533 km) which connect Kigoma and Tabora, serving 9 districts, 44 wards, and 115 villages.

Kigoma-Katavi-Rukwa extension will be approximately 261 kilometers in length, this pipeline will extend irrigation coverage within Kigoma, Katavi, and Rukwa, benefiting more than 277,017 hectares of farmland across 2 districts, 5 wards, and 11 villages.

The project also includes extensive lakeshore development to enhance access to irrigation along both lakes; Lake Victoria Shoreline: Involving Kagera, Geita, Mwanza, Simiyu, and Mara, covering 18 districts and 315 villages. Lake Tanganyika Shoreline: Encompassing Kigoma, Katavi, and Rukwa, across 6 districts and 96 villages.

The integrated irrigation system aims to provide a reliable and sustainable water supply to support both large-scale and smallholder agriculture. It will enhance food security, increase productivity in crop and livestock farming, and meet domestic water needs across the targeted regions. By leveraging the water resources of Lake Victoria and Lake Tanganyika, the project will mitigate the impacts of erratic rainfall, enabling year-round irrigation and complementing rain-fed agriculture. The project is expected to generate employment, improve incomes, and uplift the livelihoods of local communities. It will also foster rural development and stimulate regional economic growth.

This Terms of Reference (ToR) outlines the scope of services required from the Consultant, which include; conducting feasibility studies on a total area of approximately three million hectares (3,000,000 ha), Carrying out studies on rain water harvesting, Preparing detailed engineering designs, Carrying out Environmental and Social Impact Assessments (ESIA), including the preparation of a Resettlement Action Plan (RAP), Developing tender documents for priority irrigation infrastructure and associated water management systems and supervising the construction of the identified works. As part of the infrastructure plan, the Consultant will be required to assess and design the construction of more than 59 dams, which will utilize water drawn from Lakes Victoria and Tanganyika, as well as over 200 reservoirs developed through rainwater harvesting. These water infrastructure components are essential for ensuring comprehensive water resource management to support sustainable agricultural development across 12 regions targeted by the project.

**Table 1-1 : COMPONENT No. 1: Beneficiaries along the Pipe Line Corridor**

Route No.	Route Description	Regions covered	Districts Covered
1	Lake Victoria to Dodoma (1,187km)	Mwanza	Misungwi DC
			Kwimba DC
			Nyanguale DC
			Magu DC
			Busega DC
		Simiyu	Bariadi DC
			Itilima DC
			Maswa DC
		Shinyanga	Shinyanga DC
			Msalala DC
			Kahama DC
			Kishapu DC
		Singida	Mkalama DC
			Iramba DC
			Singida DC
			Ikungi DC
		Dodoma	Kondoa DC
			Chemba DC
			Bahi DC
			Dodoma CC
			Chamwino DC
2	Lake Tanganyika to Dodoma (460km)	Kigoma	Buhigwe DC
			Kigoma DC



Route No.	Route Description	Regions covered	Districts Covered
	(This route connects with route 1 at Iramba DC, Singida)		Kasulu DC
			Kasulu TC
			Ujiji MC
		Tabora	Kaliua DC
			Urambo DC
			Nzega TC
			Igunga DC
			Uyui DC
			Sikonge DC
3	Lake Tanganyika to Katavi (261km)	Kigoma	Uvinza DC
		Katavi	Mpanda DC
			Msimbo DC
			Mlele DC
			Mpimbwe DC
		Rukwa	Nkasi DC

**Table1-2 : COMPONENT No.2: Beneficiaries along Lake Shores**

Region	District	No. of Villages
Geita	Geita	3
	Chato	22
	Nyanghwale	8
	Mbogwe	18
Mwanza	Buchosa	16
	Sengerema	25
	Ilemela	3
	Ukerewe	27
	Magu	16
	Misungwi	17
Mara	Rorya	11
	Musoma	31
	Bunda	11
Simiyu	Busega	12
Kagera	Biharamulo	12
	Bukoba mC	9
	Misenyi	7
	Bukoba DC	5
	Muleba	8
Kigoma	Kigoma rural	8
	Uvinza	6
Katavi	Tanganyika DC	11
	Mpimbwe	6
Rukwa	Nkasi	31
	Kalambo	8

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

# GENERAL CONDITIONS OF THE CONTRACT

## A. Preliminary Clauses

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

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

		If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
	4.5	<p><u>Phased completion</u></p> <p>If phased completion is indicated in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>
<b>5. Documents Forming the Contract and Priority of Documents</b>	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"> <li>(a) Form of Agreement;</li> <li>(b) Letter of Acceptance;</li> <li>(c) Special Conditions of Contract (SCC);</li> <li>(d) General Conditions of Contract (GCC);</li> <li>(e) The Appendices; <ul style="list-style-type: none"> <li>Appendix 1: Terms of Reference</li> <li>Appendix 2: Key Experts</li> <li>Appendix 3: Breakdown of Contract Price</li> <li>Appendix 4: Form of Advance Payment (if applicable)</li> <li>Appendix 5: Code of Conduct for Experts</li> <li>Appendix 6: Reporting Requirements</li> <li>Appendix 7: Duties of the Client</li> <li>Appendix 8: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration</li> </ul> </li> <li>(f) Any other documents stated in the SCC.</li> </ul>
<b>6. Eligibility</b>	6.1	The Consultant and its Sub-Consultants shall have the nationality of a country, other than stated in SCC.
	6.2	All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except stated in the SCC.
<b>7. Governing Language</b>	7.1	<p>The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise in stated in SCC.</p> <p>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.</p>
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
<b>8. Applicable Law</b>	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
<b>9. Contractual Ethics</b>	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
<b>10. Joint Venture,</b>	10.1	If the Consultant is a Joint Venture, consortium, or association, (this

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

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

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



### C. Consultant's Personnel and Sub-Consultants

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

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

## D. Obligations of the Consultant

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

<b>36. Liability of the Consultant</b>	36.1	The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
	36.2	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	<p>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:</p> <p>(a) infringement or alleged infringement by the Consultant of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Consultant.</p>
	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	<p>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:</p> <p>(a) that the Consultant is notified of such actions, claims, losses or damages not later than the period indicated in the SCC after conclusion of the Services.</p> <p>(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</p> <p>(c) that the Consultant's liability under GCC 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.</p>
	36.6	In addition to any liability the Consultant may have under GCC 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29.
	36.7	Notwithstanding the provisions of GCC 36.1, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.
<b>37. Insurance to be</b>	37.1	The Consultant

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

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

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

## E. Obligations of the Client

<b>45. Assistance and Exemptions</b>	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> <li>(a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;</li> <li>(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;</li> <li>(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and</li> <li>(d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as specified in SCC.</li> </ul>
<b>46. Access to project site</b>	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>
<b>47. Change in the Applicable Law Related to Taxes and Duties</b>	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.</p>
<b>48. Services, Facilities and Property of the Client</b>	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 7 to the contract at the times and in the manner specified in said Appendix 7.</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 7 to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to</p>



		be made to the Consultant as a result pursuant to GCC 50.3.
<b>49. Counterpart Personnel</b>	49.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 7 to the contract. For the purpose of this Contract, a "Counterpart Staff/Personnel" means a person hired/nominated by the Client to work with the Consultant.
	49.2	<p>If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 7, the Client and the Consultant shall agree on:</p> <p>(a) how the affected part of the Services shall be carried out, and</p> <p>(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.2.</p>
	49.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
	49.4	The Authorised Representative from the Client as specified in GCC 16.1 shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.

## F. Payments to the Consultants

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

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

## G. Time Control

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

## H. Good Faith and Fairness in Operation

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

## I. Termination and Settlement of Disputes

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

		<p>than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
<b>68. Termination for Convenience</b>	<b>68.1</b>	<p>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.</p>
<b>69. Termination because of Force Majeure</b>	<b>69.1</b>	<p>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.</p>
	<b>69.2</b>	<p>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.</p>
	<b>69.3</b>	<p><b>Force Majeure shall not include:</b></p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>

		(c) insufficiency of funds or failure to make any payment required hereunder
	<b>69.3</b>	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<b>70. Measures to be Taken on Force Majeure</b>	<b>70.1</b>	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	<b>70.2</b>	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	<b>70.3</b>	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	<b>70.4</b>	<p><b>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</b></p> <p>(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</p> <p>(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.</p>
<b>71. Cessation of Rights and Obligations</b>	<b>71.1</b>	<p>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</p> <p>(a) such rights and obligations as may have accrued on the date of</p>



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

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

### SECTION 9: SPECIAL CONDITIONS OF CONTRACT

SNo.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Client name and Address Appointing Authority for the Arbitrator	1.1(a) 1.1 (x)	The NATIONAL IRRIGATION COMMISSION of P o box 146. National Construction Council .
2.	Intended Completion Date	1.1 (k)	540 Days from commencement Date.
3.	Assignment Phasing Completion	4.5	Not Applicable.
4.	Other Documents Forming Part of the Contract	5.1 (f)	Record of negotiations
5.	Eligible Countries	6.1 & 6.2	Not Applicable
6.	Governing Language	7.1	ENGLISH.
7.	Location of Performing the Services	14.1	Consultancy Services For Feasibility Study And Detailed Engineering Design Of Priority Irrigation Infrastructures Utilizing Water From Lake Victoria And Lake Tanganyika
8.	Effectiveness Conditions	18.1	Submission of performance security.
9.	Date of Effectiveness of Contract	19.1	Contract shall be effective after 14 days after sign the contract.
10.	Commencement of Assignment	20.1	14 days after the effectiveness of the contract date.
11.	Duration of Contract	21.1	540 Days.
12.	Notification of Claims, Losses and Damages	36.5 (a)	14 Days
13.	Ceiling on Consultant's Liability	36.5 (b)	The Tanzanian Shilling. 20.
14.	Insurance to be Taken Out by the Consultant.	37.1(a)	i) Third Party Motor Vehicle Insurance- 5,000,000.00. ii) Third Party Liability Insurance - 20,000,000.00. iii) Third Party Professional Liability Insurance - 2. iv) Workers Compensations Insurance - 20000000. v) Insurance against loss or damage - 20,000,000.00.
15.	Other Consultant's Actions Requiring Clients Approval	39.1 (c)	Not Applicable
16.	Restriction on Use of Documents	41.2	There are no restrictions on the use of documents.
17.	Performance Security or Performance Securing Declaration	43.1	Performance Security - Insurance Bond of 15 Percent of the Contract Price.
18.	ES Performance Security or ES Performance Securing Declaration	43.1	Environmental and Social Performance Security type shall be:ES Performance Security Insurance Bond. Environmental and Social Performance Security percent shall be:2.

SNo.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
19.	Other assistance to be Provided by the Client	45.1(d)	Not Required.
20.	Ceiling of Payments	50.2	Ceiling of Payments: The Tanzanian Shilling 100.00
21.	Reimbursable Expenses	52.1	The Reimbursable expenses are set forth in Appendix 6 to the Contract.
22.	Currency of Payment.	54.1	The Tanzanian Shilling.
23.	Advance Payment	55.1	Not Applicable.
24.	Repayment of Advance Payment	55.2	0.
25.	Payment Schedule	56.1	Mode of payment for this assignment shall be as stipulated below; - a) Upon submission of the approved inception report; twenty-five (25) percent of the contract amount should be paid b) Upon submission of the approved Feasibility Study Report, thirty (30) percent of the contract amount should be paid. c) Thirty (30) percent of the contract amount should be paid upon submission of the Draft Detailed Engineering Design Report, Drawings, Bill of Quantity, Cost Estimate, and Tender document; and d) Upon submission of an approved Final Detailed Engineering Design Report, Construction Drawings, Bill of Quantity, Cost Estimate and Tender Document, fifteen (15) percent of the contract should be paid. .
26.	Conditions to be met for other payments	56.1	As per payment schedule stated above1
27.	Interest on Delayed Payments	59.1	0 Percent.
28.	Period of Notice of Termination	66.2	14 Days
29.	Place of arbitration	75.2	Dodoma

## **SECTION 10: PROPOSAL AND CONTRACT FORMS**

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

# 1. NOTICE OF INTENTION TO AWARD A CONTRACT

[Letter head paper of the PE]

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

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

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

Reference is made to the above subject matter.

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

Your proposal was not considered for award of the contract due to the following reasons [\[1\]](#)<sup>1</sup>

1) .....

2) .....

3) .....

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

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

Authorized Signature: .....

Name and Title of Signatory:.....

Name of PE:.....

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

## LETTER OF ACCEPTANCE

*[letter head paper of the Procuring Entity]*

[Date]

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

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

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

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

Authorized Signature: .....

Name and Title of Signatory:

Name of PE:

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

**Attachment: Contract**

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

### 3. FORM OF AGREEMENT

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

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

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

#### WHEREAS:

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

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

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:

- (a) Form of Agreement;
- (b) Letter of Acceptance;
- (c) Financial Proposal Submission Form;
- (d) Technical Proposal Submission Form;
- (e) Agreed Terms of Reference;
- (f) Minutes of Negotiation, if any;
- (g) Contract Addendum, if any;
- (h) Special Conditions of Contract (SCC);
- (i) General Conditions of Contract (GCC); and
- (j) Other relevant document forming part of contract, if any.

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

- (a) Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

**SIGNED,SEALED AND DELIVERED FOR AND ON BEHALF OF:**

**THE PROCURING ENTITY**

**THE SUPPLIER**

**Name:** .....

*(Authorized Representative)*

**Name:** .....

*(Authorized Representative)*

**Designation:** .....

**Designation:** .....

**Signature:** .....

**Signature:** .....



**WITNESS**

**Name:** .....

**Designation:** .....

**Signature:** .....

**WITNESS**

**Name:** .....

**Designation:** .....

**Signature:** .....

#### 4. BANK GUARANTEE FOR ADVANCE PAYMENTS

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

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

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

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

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

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

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

## 5. PERFORMANCE SECURING DECLARATION<sup>[1]</sup>

Date: *[insert **date** (as day, month and year)]*

Contract No.: *[insert **Contract number**]*

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

I/We, the undersigned, declare that:

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

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

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

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

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

Dated on day of \_\_, *[insert **date of signing**]*

Corporate Seal (where appropriate)

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

## 6. PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

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

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

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

**Date:** [insert date]

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

## 7. PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

Date *[insert date]*

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

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

Date *[insert date]*

## 8. ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE SECURITY

### ESHS Demand Guarantee

*[Guarantor letterhead]*

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

**Date:** *[Insert date of issue]*

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

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

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*

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

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

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

## **SECTION 9: APPENDICES**

## **Appendix 1 Terms of Reference**

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



## **Appendix 2Hours 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 3Cost Estimates**

List hereunder cost estimates:

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

B. Reimbursable expenses:

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

## Appendix 4 Form of Advance Payment

### BANK GUARANTEE FOR ADVANCE PAYMENTS

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

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

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

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

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

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

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

## Appendix 5 Code of Conduct for Experts

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

### CODE OF CONDUCT FOR EXPERTS (ES) Form

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

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

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

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

#### REQUIRED CONDUCT

Experts shall:

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

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

## RAISING CONCERNS

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

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

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

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

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

### FOR EXPERT:

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

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Counter signature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

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

### ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

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

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

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

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

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

- ♣An Expert comment on the appearance of anotherExpert (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’sPersonnel by another Expert.
- ♣An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

## **Appendix 7: Reporting Requirements**

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

## **Appendix 7. Duties of the Client**

List under:

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

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



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

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

Consultant's Name: [insert full name]

**Date:** [insert day, month, year]

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

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

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

SEA and/or SH Declaration

**We:**

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

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

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

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