

**THE UNITED REPUBLIC OF TANZANIA**  
**PRESIDENT'S OFFICE REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**



**MOROGORO MUNICIPAL COUNCIL**



**PROPOSAL NO. LGA/079/2016-17/HQ/CS/11**

**REQUEST FOR PROPOSAL**

**FOR**

**PROVISION OF CONSULTANCY SERVICES FOR PREPARATION OF DETAILED ENGINEERING DESIGNS, COST ESTIMATES, BIDDING DOCUMENTS, AND ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENTS (ESIA) AND SUPERVISION OF CONSTRUCTION WORKS OF COMMUTER BUS STANDS, PUBLIC AND TRUCK PARKING AREAS, STORM WATER DRAINAGE SYSTEM (10.00KM) STREET LIGHTING AND NON-MOTORISED TRANSPORT (NMT) IN THE CBD AREA IN MOROGORO MUNICIPALITY.**

**Municipal Director  
Morogoro Municipal Council  
P.O.BOX 166,  
MOROGORO  
Tel: 023 261 4727, Fax 4727**

**NOVEMBER, 2016**

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# MOROGORO MUNICIPAL COUNCIL

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Municipal Director Office,  
P. O Box 166,  
MOROGORO,  
TANZANIA

In Reply Please Quote

**Our Ref: LGA/079/2016-17/HQ/CS/11**

**Date: 8<sup>th</sup> November, 2016**

M/s.....  
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.....  
.....

Dear Sir /Madam:

**RE: LETTER OF INVITATION (LOI)**

**Sub: THE PROVISION OF PONSULTANCY SERVICES FOR PREPARATION OF DETAILED ENGINEERING DESIGNS, COST ESTIMATES, BIDDING DOCUMENTS, AND ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENTS (ESIA) AND SUPERVISION OF CONSTRUCTION WORKS OF COMMUTER BUS STANDS, PUBLIC AND TRUCK PARKING AREAS, STORM WATER DRAINAGE SYSTEM (10.00KM), STREET LIGHTING AND NON-MOTORISED TRANSPORT (NMT) IN THE CBD AREA IN MOROGORO MUNICIPALITY.**

1. The Government of United Republic of Tanzania has received a credit from the International Development Agency (IDA) towards the cost of Urban Local Government Strengthening Programme (ULGSP). It is intended that part of this credit will be applied to cover eligible payments under the contract for provision of consultancy services for construction supervision for upgrading Municipal roads to bitumen standard.
2. The Morogoro Municipal Council now invites firm to submit proposal for The Provision of Consultancy services for preparation of detailed Engineering designs, cost estimates, bidding documents, and Environmental and Social Impact Assessments (ESIA) and Supervision of construction works of Commuter bus stands, Public and Truck parking areas, storm water drainage system (10.00km), Street lighting and Non-Motorised Transport (NMT) in the CBD area in Morogoro Municipality. More details on the services are provided in the **Terms of Reference**.
3. This Letter of Invitation and the RFP have been issued to the following short-listed

Consultants:-

- 1) Data Consult Ltd,of P.O. BOX 75439 DSM.,
- 2) Mhandisi Consultancy, P.O. BOX 12965 DSM.
- 3) Lea Associates South Asia Pvt. Ltd, of P.O. BOX 110044 INDIA
- 4) Howard Humphreys (T) Ltd of P.O BOX 2555DSM,
- 5) Archquants Services Ltd,of P.O. BOX 8406 DSM
- 6) Bureau For Industrial Cooperation,of P.O. BOX 35131 DSM
- 7) And Unitec Civil Consultants Ltd of P.O.BOX 32507 DSM
- 8) And Advance Engineering Solutions of P.O.BOX 19074 DSM

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected based on Combined Technical Quality and Price consideration Selection procedures in accordance with provisions of the Public Procurement (Selection Methods, Procedures and Conditions for Application) Public Procurement Regulations, 2013 - Regulation 260 GN No. 446.
5. The RFP includes the following documents:
  - Section 1: Information to Consultants (ITC)
  - Section 2: Proposal Data Sheet (PDS)
  - Section 3: General Conditions of Contract (GCC)
  - Section 4: Special Conditions of Contract (SCC)
  - Section 5: Proposal and Contract Forms
  - Section 6: Terms of Reference (TOR)
  - Section 7: Undertaking by Consultant on Anti - Bribery Policy / Code of Conduct and Compliance Program
6. Please inform us in writing at the following address: **The Municipal Director, Morogoro Municipal Council, P.O. Box 166, Morogoro** upon receipt:
  - (a) that you have received the Letter of Invitation and the RFP; and
  - (b) whether you will submit a proposal alone or in association with any other Consultant.

Yours sincerely,

John K. Mgalula  
**MUNICIPAL DIRECTOR,  
MOROGORO MUNICIPAL COUNCIL**

## SECTION 1: INFORMATION TO CONSULTANTS

### A. General

1. Scope of Proposal
  - 1.1 The Procuring Entity, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the supply of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
  - 1.2 The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the PDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
  - 1.3 The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Procuring Entity's satisfaction before work begins on the next phase.
  - 1.4 Throughout this RFP:
    - (a) the term "in writing" means communicated in written form with proof of receipt;
    - (b) if the context so requires, singular means plural and vice versa; and
    - (c) "day" means calendar day.
2. Source of Funds
  - 2.1 The Procuring Entity has been allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
  - 2.2 For the purpose of this provision, "public funds" means public finances as defined in the Public Procurement Act 2004.
  - 2.3 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
  - 3.1 The Government requires that Procuring Entities, as well as Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.

- 3.2 In pursuance of this requirement, the Procuring Entity shall
- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
  - (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;

if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

- 3.3 Should any corrupt or fraudulent practice of any kind referred to in ITC Sub-Clause 3.4 come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing.

- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or 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 Procuring Entity in connection with the procurement proceeding;
- (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Procuring Entity,
- (c) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Procuring Entity (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the

procurement proceedings, or affect the execution of a contract.

3.5 The Consultant shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 63.2 (c).

3.6 The Government requires that the Procuring Entity'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.

4.2 The Consultant has the legal capacity to enter into the contract.

4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 3.2.

4.4 The Consultant is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.

4.5 The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

4.6 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 procuring entity 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.

4.7 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 their Procuring Entity, 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 General

(a) The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Procuring Entity'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 Sub Clauses 5.2 to 5.4. "COI" shall mean a situation in which a Consultant provides biased professional advice to a Procuring Entity in order to obtain from that Procuring Entity an undue benefit for himself or

affiliate(s)/associate(s).

## 5.2 Conflicting Activities

- (a) A firm that has been engaged by the Procuring Entity to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

## 5.3 Conflicting Assignments

- (a) 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 Procuring Entity. 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 Procuring Entity in the privatization of public assets shall not purchase, nor advise Procuring Entity of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

## 5.4 Conflicting Relationships

- (a) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity'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.

6. Eligible Services 6.1 All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS.
7. Site Visit 7.1 The Consultant, at the Consultant's own responsibility 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 supply of Services.
- 7.2 The Consultant should ensure that the Procuring Entity is advised of the visit in adequate time to allow it to make appropriate arrangements.
- 7.3 The costs of visiting the Site shall be at the Consultant's own expense.

#### **B. Request for Proposal**

8. RFP Sections 8.1 The Sections comprising the Request for Proposal are listed below.
- Section 1 : Instructions to Consultants (ITC)
  - Section 2 : Proposal Data Sheet (PDS)
  - Section 3 : General Conditions of Contract (GCC),
  - Section 4 : Special Conditions of Contract (SCC),
  - Section 5 : Proposal and Contract Forms
  - Section 6: Terms of Reference (TOR)
  - Section 7: Undertaking by Consultant on Anti - Bribery Policy/ Code of Conduct and Compliance Program
- 8.2 The Procuring Entity is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Procuring Entity.
- 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 9.1 A Consultant requiring any clarification of the RFP shall contact the Procuring Entity in writing at the Procuring Entity's address indicated

Clarification in the PDS. The Client will respond in writing to any request for clarification received at least two (2) weeks prior to the dead line for submission of proposals.

9.2 The Procuring Entity shall respond within three (3) working days of receipt query.

9.3 Should the Procuring Entity deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITC Clause 11.

10. Pre-proposal meeting 10.1 To clarify issues and to answer questions on any matter arising in the RFP, the Procuring Entity may, if stated in the PDS, invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the PDS. The Consultant is encouraged to attend the meeting if it is held.

10.2 The Consultant is requested, as far as possible, to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the PDS before the meeting.

10.3 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed Consultants not later than the period specified in the PDS after the date of the meeting. Any modification to the RFP listed in ITC Clause 9.1 that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITC Clause 11 and not through the minutes of the pre-Proposal meeting.

11. RFP Amendment 11.1 At any time prior to the deadline for submission of Proposals, the Procuring Entity, for any reason on its own initiative or in response to a clarification request in writing from a Consultant, may amend the RFP by issuing an amendment.

11.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing.

11.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC Sub-Clause 28.3.

### **C. Proposal Preparation**

12. Only one Proposal 12.1 A short listed Consultant, including its affiliate(s), may submit only one (1) Proposal.

13. Proposal: Preparation Costs  
13.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
14. Proposal: Language  
14.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, 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) any other document required as stated in the PDS.
16. Proposal: Preparation  
16.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.  
16.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 17 and 18 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.  
16.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 19 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.  
16.4 All the forms mentioned in ITC Sub-Clauses 16.2 and 16.3 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 Sub-Clause 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 Procuring Entity 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 Procuring Entity, which must be obtained prior to the submission of a proposal. A short listed Consultant associating another firm as sub consultant at the time of submission of proposal will not require prior permission of the Procuring Entity. 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 QCBS or Least Cost Selection based assignments, the estimated number of Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

17.4 For Selection under a Fixed Budget, the available budget is given in the PDS, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months normally is not be disclosed.

17.5 Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Tanzania. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.

17.6 Alternative experts shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.

17.7 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

18. Technical Proposal: Format and Content

18.1 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 5A):

(a) Form 5A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant;

(b) Form 5A2: 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 Procuring Entity 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 Procuring Entity;

- (c) Form 5A3: 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 Procuring Entity;
- (d) Form 5A4: 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 (Form 5A5) and should be in the form of a bar chart showing the timing proposed for each activity;
- (e) Form 5A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks;
- (f) Form 5A7: being the 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;
- (g) Form 5A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal;
- (h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment; and
- (i) Any additional information that might be requested in the PDS.

18.2 The Technical Proposal shall not include any financial information.

19. Financial Proposal Format and Content

19.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 5B):

- (a) Form 5B1: 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;
- (b) Form 5B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
- (c) Form 5B3: being the breakdown of costs against staff remuneration;
- (d) Form 5B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS; and
- (e) Form 5B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.

If appropriate, all these costs should be broken down by activity.

20. Taxes

20.1 The Consultant 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 Procuring entity will state in the PDS if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

21. Procuring Entity Inputs

21.1 The Procuring Entity shall:

- (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;
- (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and
- (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.

22. Alternative Proposals

22.1 Unless otherwise stated in the PDS, alternative proposals shall not be considered.

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 supply under the contract.
- 23.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC Clause 43.
24. Proposal Currency
- 24.1 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Procuring entity may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the PDS.
25. Proposal Validity
- 25.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the Procuring Entity.
- 25.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Procuring Entity will make its best effort to complete negotiations within this period.
- 25.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Procuring entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
26. Proposal Format and Signing
- 26.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 18.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 19.1 and clearly mark them “ORIGINAL”.
- 26.2 The Consultant shall prepare the number of copies as specified in the PDS of each Technical Proposal and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 26.3 The original and all copies of the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 26.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

## **D. Proposal Submission**

27. Proposal: Sealing and Marking
- 27.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “ORIGINAL” and “COPY, as appropriate.” These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as “TECHNICAL PROPOSAL”.
- 27.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”
- 27.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:
- (a) bear the name and address of the Consultant;
  - (b) be addressed to the Procuring Entity at the address specified in the PDS;
  - (c) bear the name of the Proposal as specified in the PDS; and
  - (d) bear a statement “DO NOT OPEN BEFORE ....” The date for opening as specified in the PDS.
- 27.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 27.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.
28. Proposal: Submission Deadline
- 28.1 Proposals must be received by the Procuring Entity at the address specified under ITC Sub-Clause 27.3 no later than the date indicated in the PDS.
- 28.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Procuring Entity shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was received.
- 28.3 The Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 11, in which case all rights and obligations of the Procuring Entity and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.
29. Proposal Submitted
- 29.1 Any Proposal received by the Procuring Entity after the deadline for submission of Proposals, in accordance with ITC Clause 28 shall be

Late declared late, will be rejected, and returned unopened to the Consultant.

30. Proposal Modification, Substitution or Withdrawal
- 30.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 26.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITC Clause 27 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION,” “SUBSTITUTION,” or “WITHDRAWAL;” and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 28.
- 30.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 30.1 shall be returned unopened to the Consultants.
- 30.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 28.

#### **E. Proposal Opening and Evaluation**

31. Technical Proposal Opening
- 31.1 The technical proposals shall be opened in public immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 31.2 The Procuring Entity 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 Clause 37.
- 31.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 29.
32. Confidentiality
- 32.1 Information relating to 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 antifraud and corruption policy.
- 32.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and

approved by the Procuring Entity.

33. Proposal Clarification
- 33.1 The Procuring Entity may, in writing, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be in writing and no change in the substance of the Proposal shall be sought, offered or permitted.
34. Contacting the Procuring Entity
- 34.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the Procuring Entity.
- 34.2 Any effort by a Consultant to influence the Procuring Entity in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
35. Examination of Conflict of Interest Situation
- 35.1 During the evaluation of the Technical Proposals, the Procuring Entity shall ascertain that no new COI situations have arisen since the Consultant was short-listed. If the Procuring Entity 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 during the technical evaluation, the Procuring Entity 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 Procuring Entity by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
36. Proposal: Technical Evaluation
- 36.1 The Procuring Entity 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 Sub-Clause 36.2.
- 36.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.
- 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 Procuring Entity that work associated with implementation of any such improvements are included in the inputs shown on the Consultant's staffing schedule.

36.4 Higher ratings will be given to experts from the short-listed Consultants and their associates, if any, who are full-time employees. A full-time employee is a person who has been employed by the firm continuously for a period of more than twelve (12) months prior to the date when the Proposal is submitted.

37. Financial Proposal Opening

37.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the Procuring Entity shall notify in writing, those Consultants that have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such notification.

37.2 The Procuring Entity 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 be returned unopened after completing the selection process.

37.3 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.

38. Proposal: Financial Evaluation

38.1 The Evaluation Committee (EC) will review the detailed content of each Financial Proposal. During the review, the committee and any Procuring Entity staff and others involved in the evaluation process, 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 these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the Procuring Entity will cost them and add their cost to the offered price) and correct any computational errors. The evaluation shall exclude 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

in the PDS.

39. Correction of Arithmetical Errors
- 39.1 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - (d) Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the PDS.
- 39.2 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.
40. Proposal: Combined Evaluation
- 40.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the PDS:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 41 to 45.
- 40.2 In the case of Fixed-Budget Selection, the Procuring Entity 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 Clauses 41 to 45.
- 40.3 In the case of the Least-Cost Selection, the Procuring Entity 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 Clauses 41 to 45.
41. Proposal: Negotiation
- 41.1 Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts

and satisfy such other pre-negotiation requirements as the Procuring Entity may specify.

42. Proposal Negotiation: Technical 42.1 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 Procuring Entity and the Consultant will finalise 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 Procuring Entity to ensure satisfactory implementation of the assignment. The Procuring Entity shall prepare minutes of negotiations that will be signed by the Procuring Entity and the Consultant.
43. Proposal Negotiation: Financial 43.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. 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.
44. Availability of Professional staff/experts 44.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff/experts will be actually available. The Procuring Entity 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.
45. Proposal Negotiations: Conclusion 45.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Procuring Entity and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the Procuring Entity shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the Procuring Entity to reject all proposals..

## **F. Contract Award**

- |                                      |   |
|--------------------------------------|---|
| 46. Contract Award                   | 46.1 After completing negotiations and after having received the approval to award the Contract, the Procuring Entity shall award the Contract to the selected Consultant.  |
| 47. Advising Unsuccessful Consultant | 47.1 After Contract signature, the Procuring Entity shall promptly notify the other Consultants that they were unsuccessful. The Procuring Entity shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.<br><br>47.2 The Procuring Entity shall promptly respond in writing to any unsuccessful Consultant who requests the Procuring Entity in writing to provide a brief statement of the reason (s) its proposal was not selected. |
| 48. Commencement of Services         | 48.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.  |

## **G: Review of Procurement Decisions**

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|---|---|
| 49. Right to Review                       | 49.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.   |
| 50. Time Limit on Review                  | 50.1 The Consultant shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.  |
| 51. Submission of Applications for Review | 51.1 Any application for administrative review shall be submitted in writing to the head of a Procuring Entity and a copy given to the Public Procurement Regulatory Authority at the address shown in the <b>Tender Data Sheet</b> .<br><br>51.2 The application for administrative review shall include:<br><br>28.4 details of the procurement requirements to which the complaint relates;<br><br>28.5 details of the provisions of the Act, Regulation or provision that has been breached or omitted; |

28.6 an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;

28.7 documentary or other evidence supporting the complaint where available;

28.8 remedies sought; and

28.9 any other information relevant to the complaint.

51.3 The head of a procuring entity shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.

52. Decision by the Head of Procuring Entity

52.1 The head of a Procuring Entity shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

1.5 whether the application is upheld in whole, in part or rejected;

1.6 the reasons for the decision; and

1.7 any corrective measures to be taken;

52.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 52.1, the Consultant submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 53.1 and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the complaint or dispute shall cease.

53. Administrative Review by

53.1 A Consultant may submit an application for review by the Public Procurement Regulatory Authority at the address shown in the **PDS**

the Public  
Procurement  
Regulatory  
Authority

where the head of a procuring entity does not issue a decision within the time specified in sub-Clause 52.1 or the Consultant is not satisfied with the decision by the head of a Procuring Entity.

53.2 The application to the Public Procurement Regulatory Authority for administrative review shall be submitted within fourteen working days from the date of communication of the decision by the head of a Procuring Entity.

53.3 The application for administrative review shall be accompanied by a payment of a fee prescribed in the **PDS**.

53.4 The application to the Public Procurement Regulatory Authority for administrative review shall be copied to the respective head of a Procuring Entity and shall include:

1. a copy of the original application to the head of a Procuring Entity including the supporting documents;
2. a copy of relevant correspondence to and from the head of a Procuring Entity.
3. a statement by the Consultant that the head of a Procuring Entity failed to issue a decision and the relevant dates, where applicable; and
4. an explanation of why the Consultant is not satisfied with the decision of the head of a Procuring Entity where applicable.

54. Decision by the  
Public  
Procurement  
Regulatory  
Authority

54. 1 The Authority shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:

- (a) whether the application is upheld in whole, in part or rejected;
- (b) the reasons for its decision; and

(c) the corrective measures to be undertaken.

54.2 The decision of the PPRA shall be copied to the head of respective Procuring Entity.

54.3 The decision of the PPRA shall be final unless the Consultant institutes an appeal with the Public Procurement Appeals Authority.

55. Review by  
the Public  
Procurement  
Appeals  
Authority

55.1 The Consultant who not satisfied with the decision of the PPRA or whose complaint cannot be entertained by the Head of the Procuring Entity or the PPRA shall appeal to the Public Procurement Appeals Authority (PPAA).

55.2 PPAA may be contacted at the address shown in the **PDS**.

## SECTION 2: PROPOSAL DATA SHEET

ITC Clause	Amendments of, and Supplements to, Clauses in the Information to Consultants.
<b>1.1</b>	<p>The Client is : <b>Morogoro Municipal Council (MMC)</b></p> <hr/> <p>The identification of the Request for Proposal is: <b>LGA/079/2016-17/HQ/CS/11 Provision of Consultancy services for preparation of detailed Engineering designs, cost estimates, bidding documents, and Environmental and Social Impact Assessments (ESIA) and Supervision of construction works of Commuter bus stands, Public and Truck parking areas, storm water drainage system (10.00km), Street lighting and Non-Motorised Transport (NMT) in the CBD area in Morogoro Municipality</b></p> <hr/> <p style="text-align: center;">The basic objectives of this consultancy assignment are to : <b>Refer to the Terms of Reference</b></p> <hr/> <p>The Method of selection is: : <b>Combined Technical Quality and Price consideration</b></p>
<b>1.2</b>	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>

<p><b>1.3</b></p>	<p>A pre-proposal conference will be held: <b>YES</b></p> <p>The Client's representative is: <b>Municipal Engineer</b></p> <p>Address: <b>P.O. Box 166 Morogoro</b></p> <p>Telephone: <b>+255 23 2614727</b> Facsimile: <b>+255 23 2614727</b></p> <p>E-mail: <a href="mailto:mmc.info@morogoromc.go.tz">mmc.info@morogoromc.go.tz</a></p> <ul style="list-style-type: none"> <li>• Prepare preliminary and detailed designs, drawings and cost estimates for construction of Commuter Bus stands (2No), Public and Truck parking areas (2No), Storm water drainage system (10.00km), Street lighting and Non-Motorised Transport (NMT) in the CBD area, package them into suitable contracts, prepare final bidding documents and overall time-bound implementation schedule. Preparation of tender documents for International Competitive Bidding (ICB) or National Competitive Bidding (NCB) shall be in accordance to the Public Procurement Act, 2011, Public Procurement (Goods, works, Non- Consultant services and Disposal of Public Assets by Tender) Regulations, 2013</li> <li>• Conduct an Environmental and Social Impact Assessment (ESIA) of the proposed roads and prepare an overall ESIA report.</li> <li>• Prepare Environmental Management Plans (EMPs) and where necessary, Resettlement Action Plans (RAPs).</li> </ul>
<p><b>2.1</b></p>	<p>The source of Fund is: International Development Agency (IDA)</p>
<p><b>2.3</b></p>	<p>The name of the Development Partner: <b>None</b></p>
<p><b>6.1</b></p>	<p>Materials, equipments and supplies used by the Consultant are not permitted if they have originated in: <b>None</b></p>
<p><b>9.1</b></p>	<p>For <u>clarification of proposals</u> the Procuring Entity 's address is:</p> <p>Attention: <b>The Secretary of the Tender Board</b></p> <p>Address: <b>P.O Box 166,</b></p> <p style="text-align: center;"><b>MOROGORO</b></p> <p>Telephone: <b>+ 255 23 261 47 2 7</b></p> <p>Facsimile number: <b>+255 23 261 47 27</b></p> <p>Electronic mail address: <a href="mailto:info@morogoromc.go.tz">info@morogoromc.go.tz</a>, <a href="mailto:pmumorogoro.mc@gmail.com">pmumorogoro.mc@gmail.com</a></p>
	<p>The client will respond in writing to any request for clarification received not later than <i>seven days</i> prior to the deadline for submission of proposals.</p>

<b>10.1</b>	A Pre-proposal Meeting will be held at:  Place: <b>Morogoro Municipal Council Conference Hall</b>  The date for Pre- proposal meeting will be on <b>16<sup>th</sup> November, 2016 at 10:00 local hours</b>
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<b>10.2</b>	Consultant should submit any questions it has in writing <b>seven days</b> before the Pre-proposal Meeting.		
<b>10.3</b>	Minutes of the pre-Proposal Meeting will be transmitted to all short-listed Consultants <b>Seven days</b> after the date of the meeting.		
<b>14.1</b>	The Proposal shall be written in the <b>English</b> language		
<b>15.1(d)</b>	Other documents required to be submitted with the Proposal are: <b>None</b>		
<b>17.3</b>	The estimated number of professional staff-months required for the assignment is 81.25 staff months The desirable minimum staff-inputs of key staff are		
	<b>Key professional staff</b>	<b>Person-months</b>	
<b>S/N</b>	<b>Positions</b>	<b>Phase 1 - Design</b>	<b>Phase 2-</b>
(i)	Senior Highway Engineer -	3	14
(iii)	Highway Engineer	3	12
(iv)	Materials Engineer	2	11
(v)	Drainage Engineer	0.5	6
(vi)	Topographical Surveyor	1	8
(vii)	Hydrologist	1	2
(viii)	Environmentalist	1.5	2
(ix)	Sociologist	1.5	2
(x)	Valuer	0.25	1
(xi)	Quantity surveyor	1.5	8
	<b>TOTAL</b>	<b>15.25</b>	<b>66</b>
<b>17.4</b>	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: <i>NA</i>		
<b>17.5</b>	The minimum required qualification and experience of professional staff are: <b>As per Section 6.0 of the Terms of Reference (TOR).</b>  <b><u>Note:</u></b> Registration with the Engineers Registration Board, Tanzania – ERB (T) and Architects and Quantity Surveyors Registration Board (AQRB) – by local firms and its key staff is mandatory. If a foreign firm is awarded the contract, it is mandatory for the firm and its foreign key staff (Engineers and Quantity Surveyors ) to register with ERB (T) prior to commencement of the services, and the associated costs will be borne by the firm.		

	<p><i>The address:</i>  <b>The Engineers Registration Board,</b>  <b>P.O. Box 14942,</b>  <b>Dar es Salaam,</b>  <b>Tanzania</b>  <b>Tel: +255 22 2122836, +255 22 2115373</b>  <b>Fax: +255 22 2115373, +255 22 21224265</b>  <b>E-mail: registrar@erb.go.tz</b></p> <p><b>The Architects and Quantity Surveyors Registration Board</b>  <b>P.O. Box 72673,</b>  <b>Dar es Salaam, Tanzania</b>  <b>Tel: +255 22 2110292,</b>  <b>Fax: +255 22 2117535</b>  <b>E-mail: <a href="mailto:info@aqrb.go.tz">info@aqrb.go.tz</a></b></p>
<b>18.1 (g)</b>	<p>(a) Only CVs strictly in prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/ Head or the authorized representative of the firm shall qualify for evaluation.</p> <p>(b) The authorized representative of the firm shall sign on each page of the CV. If the firm is selected, then the firm shall submit dully signed CVs at the time of negotiations.</p> <p>(c) Proposed candidate is to affix his recent photograph on first page of CVs.</p> <p>(e) Document for proof of qualifications shall be enclosed.</p> <p>(f) A day time telephone number and email address of the proposed candidate shall</p>
<b>18.1(h)</b>	Training is a specific component of this assignment: <b>Yes (Refer to paragraph 4.2 of TOR (Section 6 of RFP).</b>
<b>18.1(i)</b>	Additional information on the Technical Proposal includes: <b>The Technical Proposal shall not include any financial information.</b>
<b>19.1(d)</b>	<p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> <li>(1) Cost of locally procured items, office accommodation, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services;</li> <li>(2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) Cost of communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4) Cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services;</li> <li>(5) Cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(6) Cost of any subcontract required for the Services in the TOR;</li> <li>(7) Other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) Cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>

20.1	<p>The Consultant is subject to payment of all taxes and duties excluding VAT payable by Client. Any such amounts shall be included in the Financial Proposal as they will be evaluated.</p> <p>For further information and guidance on tax liabilities please consult;  <b>Commissioner General, Tanzania Revenue Authority, P. O. Box 11491, Dar es Salaam, Tanzania. E-mail: info@tra.go.tz, website: www.tra.go.tz</b></p>
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	<p>Consultants are also advised to consult the Commissioner for Insurance, Tanzania for insurance matters.</p>
21.1 (a)	<p>The Client will provide the following inputs:</p> <ul style="list-style-type: none"> <li>(i) assist in facilitating clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependants and assist for the necessary entry and exit visas, residence permits, and any other documents required for their stay in Tanzania as per prevailing rules and procedures,</li> <li>(ii) assist in applying for work permits and such other documents as shall be necessary to enable Consultants, Sub-consultants or Personnel to perform the Services,</li> <li>(iii) assist in obtaining all data and information as may be necessary or appropriate for the effective implementation of the services from Government officials, departments, public officials and agents,</li> <li>(iv) Services and facilities as described in <b>Item 6.0 of the Terms of Reference.</b></li> </ul>
22.1	<p>Alternative Proposals will <b>not</b> be permitted.</p>
24	<p>Consultants shall quote prices of their services in <b>Tanzania Shillings</b> only</p>
25.1	<p>Proposals must remain valid for <b>120 days</b> after the submission date</p>
26.2	<p>Consultants must submit <b>One original</b> and <b>Three</b> copies each for Technical and Financial Proposals.</p>
27.3(b), (c) and 28.1	<p>The Proposal submission address is:</p> <p style="text-align: center;"><b>Municipal Director,  Morogoro Municipal Council  P.O BOX 166  Morogoro</b></p> <p>The outer envelope shall be written: <b>PROPOSAL No. LGA/079/2016-17/HQ/CS/11 THE PROVISION OF CONSULTANCY SERVICES FOR CARRYING OUT ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA), DETAILED ENGINEERING DESIGN, AND PREPARATION OF TENDER DOCUMENTS AND SUPERVISION OF CONSTRUCTION WORKS OF MUNICIPAL ROADS (10.40KM) TO BITUMEN STANDARD</b></p>
	<p>Proposals must be submitted no later than the following: <b>28<sup>th</sup> November, 2016 at 12:00 local time.</b></p>

<b>36.2</b>	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	<b>Criteria, sub-criteria</b>	<b>Points (%)</b>
	(i) <b>Understanding of Terms of Reference</b>	<b>5</b>
	(ii) <b>Overall Quality of the offer, quality of work and methodology</b>	<b>25</b>
	<input type="checkbox"/> Technical approach and methodology <input type="checkbox"/> Work plan	15 5 5
	(iii) <b>Qualification of experts and experience in the field of assignment</b>	<b>60</b>
	<p style="text-align: right;">YEARS</p> Senior Highway Engineer(Team Leader)..... 12.0 Highway Engineer ..... 7.0 Materials Engineer ..... 7.0 Drainage Engineer ..... 7.0 Quantity Surveyor.....7.0 Topographical Surveyor ..... 7.0 Hydrologist ..... 4.0 Environmentalist..... 4.0 Sociologist..... 3.0 Valuer ..... 2.0  The number of points to be given under each evaluation sub criteria for qualifications of staff are;  <i>General qualifications..... 30</i> <i>Adequacy for the project..... 60</i> <i>Experience in region and language ..... 10</i>  <p style="text-align: right;"><b>Total :100 points</b></p> The key staff score based on the 100 points will be subsequently scaled down using the respective maximum points (weightings)	
	(iv) <b>Inclusion of National Experts</b> Firms proposing qualified nationals among the key staff will score as follows:	<b>10</b>
	<b>Total Points :</b>	<b>100</b>
	The minimum Technical Score St required to pass is: <b>80</b> Points. <b>Detailed Evaluation criteria is indicated in Annex 1.</b>	
<b>38.3</b>	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.	
<b>39.1 (iv)</b>	Prices shall be converted to a single currency: <b>Not Applicable</b>	

40.1	<p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.8</math>, and <math>F = 0.2</math></p> <p>Where T = the weight given to the Technical proposal  Where F = the weight given to the Financial Proposal</p>
41.1	<p>The address for pre-contract negotiations is:</p> <p style="text-align: center;"><b>The Municipal Director,</b>  Morogoro Municipal Council,  P.O. Box 166,  <b>Morogoro</b>  <b>Tel: +255 261 4727</b>  <b>Fax: +255 261 4727</b>  <b>Email: <a href="mailto:info@morogoromc.go.tz">info@morogoromc.go.tz</a></b></p>
48.1	<p>The assignment is expected to commence on <b>2017</b></p>
53.1	<p>The address to submit complaints is :</p> <p style="text-align: center;"><b>Chief Executive Officer,</b>  Public Procurement Regulatory Authority,  PPF Tower, 8<sup>th</sup> Floor,  P.O. Box 49, <b>Dar es Salaam.</b></p> <p style="text-align: center;">Tel: +255 (0) 22 2121236/7, 2133466  Facsimile: +255 (0) 22 2121238  E-mail: <a href="mailto:ceo@ppra.go.tz">ceo@ppra.go.tz</a>      Website: <a href="http://www.ppra.go.tz">www.ppra.go.tz</a></p>
53.3	<p>Fee for administrative review shall be <b>agreed by each part</b></p>
55.2	<p>The address for Appeal to PPAA:</p> <p><b>The Secretary,</b>  Public Procurement Appeals Authority,  Sukari House, 1st Floor,  P.O. Box 9310,  DAR ES  SALAAM.</p>

## SECTION 3. GENERAL CONDITIONS OF CONTRACT

### A. General

#### 1 Definitions

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

- (a) The “**Client**” is the party named in the SCC who engages the Consultant to perform the Services.
- (b) “**Completion**” means the fulfillment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
- (c) The “**Completion Date**” is the date of actual completion of the fulfillment of the Services.
- (d) The “**Consultant**” is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
- (e) “**Contract Agreement**” means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
- (f) “**Contract Documents**” means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (SCC), and the Appendices.
- (g) “**Day**” means calendar day.
- (h) “**Effective Date**” means the date on which this Contract **comes** into force and effect pursuant to GCC Clause 18.
- (i) “**GCC**” mean the General Conditions of Contract.
- (j) “**Government**” means the Government of the United Republic of Tanzania
- (k) The “**Intended Completion Date**” is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
- (l) “**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.
- (m) “**Month**” means calendar month
- (n) “**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.
- (o) “**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 Sub Clause 24.1.
- (p) “**Reimbursable expenses**” means all assignment-related costs other than Consultant’s remuneration.

	<p>(r) <b>“SCC”</b> means the Special Conditions of Contract by which the GCC may be amended or supplemented.</p> <p>(s) <b>“Services”</b> means the tasks or actions to be performed and the services to be provided by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.</p> <p>(t) <b>“Sub-Consultant”</b> means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(u) <b>“Third Party”</b> means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.</p> <p>(v) <b>“Writing”</b> means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission..</p>
2 Contract Documents	2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
3 Corrupt, Fraudulent, Collusive or Coercive Practices	3.1 The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	<p>3.2 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 Sub-Clause 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 Sub-Clause 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.

	<p>3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(d) “<i>corrupt practice</i>” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity 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 Procuring Entity in connection with the procurement proceeding;</p> <p>(e) “<i>fraudulent practice</i>” means a misrepresentation or omission of facts in order to influence a procurement proceedings or</p>
	<p>execution of a contract to the detriment of the Client,</p> <p>(f) “<i>collusive practice</i>” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and</p> <p>(g) “<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>3.5 The Government requires that the Client’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.</p>
4 Interpretation	<p>4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part of or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the English language unless specifically defined.</p>
	<p>4.2 Entire Agreement</p> <p>(a) 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 Agreement.</p>
	<p>4.3 Amendment</p> <p>(a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>

	<p>4.4 Non-waiver</p> <p>(a) Subject to GCC Sub-Clause 4.4(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, 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>
	<p>4.5 Severability</p> <p>(a) 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.</p>
	<p>4.6 Phased completion</p> <p>(a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>
5 Documents Forming the Contract and Priority of Documents	<p>5.1 The following documents forming the contract shall be interpreted in the following order of priority:</p> <p>(a) The Contract Agreement;</p> <p>(b) The Special Conditions of Contract (SCC);</p> <p>(c) The General Conditions of Contract (GCC),</p> <p>(d) The Appendices (1 to 7).</p>
6 Eligibility	<p>6.1 The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.</p>
	<p>6.2 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.</p>
7 Governing Language	<p>7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>

	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8 Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania.
9 Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10 Joint Venture, Consortium or Association [JVCA]	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11 Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address specified in the SCC.
	11.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.

	11.3	A Party may change its address for notice by giving the other Party notice of such change to the address.
12 Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13 Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
14 Site	14.1	The Services shall be performed at such locations as are specified in Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15 Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to 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.

16 Authorized Representatives	16.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
17 Taxes and Duties	17.1 The Consultant, Sub-Consultants and 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>B. Commencement, Completion and Modification of Contract</b>	
18 Effectiveness of Contract	18.1 The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19 Termination of Contract for Failure to Become Effective	19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20 Commencement of Services	20.1 The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
21 Expiration of Contract	21.1 Unless terminated earlier pursuant to GCC Clauses 63 to 66, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
22 Modifications or Variations	22.1 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Clause 49.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>C. Consultant's Personnel and Sub-Consultants</b>	
23 General	23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24 Description of Personnel	24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

	<p>24.2 If required to comply with the provisions of GCC Clause 27, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:</p> <ul style="list-style-type: none"> <li>(a) that such adjustments shall not alter the originally 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 Sub clause 49.2 of the Contract; and</li> <li>(c) any other such adjustments shall only be made with the Client's written approval.</li> </ul>
	<p>24.3 If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC Sub Clause 49.2 of this Contract, this will be explicitly in the agreement.</p>
25 Approval of Personnel	<p>25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (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.</p>
26 Working Hours, Overtime, Leave	<p>26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.</p>
	<p>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 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.</p>
27 Removal and/or Replacement of Personnel	<p>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.</p>

	<p>27.2 If the Client</p> <p>(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or</p> <p>(b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,</p> <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>
	<p>27.3 Any of the Personnel provided as a replacement under GCC Sub-Clauses 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> <p>(a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and</p> <p>(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.</p>
28 Project Manager	<p>28.1 If specified in the SCC, 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>
<b>D. Obligations of the Consultant</b>	
29 Standard of Performance	<p>29.1 The Consultant shall perform the Services and carry out its obligations 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.</p>
30 Law Governing Services	<p>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.</p>
31 Conflict of Interests	<p>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.</p>

32 Consultant Not to Benefit from Com-missions, Discounts	32.1 The remuneration of the Consultant pursuant to GCC Clauses 49 to 51 shall constitute the Consultant’s sole remuneration in connection with this Contract and, subject to GCC Clause 33 , 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 , and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	32.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33 Consultant and Affiliates not to Engage in Certain Activities	33.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34 Prohibition of Conflicting Activities	34.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in United Republic of Tanzania that would conflict with the activities assigned to them under this Contract.
35 Confidentiality	35.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, “confidential information” means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36 Liability of the Consultant	36.1 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
	36.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.

	<p>36.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:</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>
	<p>36.4 The Consultant shall ensure that all goods and services (including without limitation 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.</p>
	<p>36.5 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 29 provided:</p> <p>(a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;</p> <p>(b) that the ceiling on the Consultant's liability under GCC Clause 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 Clause 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</p>
	<p>36.6 In addition to any liability the Consultant may have under GCC Clause 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 Clause 29.</p>
	<p>36.7 Notwithstanding the provisions of paragraph (a) of this GCC Clause 36, 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.</p>

<p>37 Insurance to be taken out by the Consultant</p>	<p>37.1 The Consultant</p> <p>(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants", as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and</p> <p>(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
<p>38 Accounting, Inspection and Auditing</p>	<p>38.1 The Consultant shall</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services , 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 t; and</p> <p>(b) periodically permit the Client or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies t 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 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.</p>
<p>39 Consultant's Actions Requiring Client's Prior Approval</p>	<p>39.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <p>(a) Any change or addition to the Personnel listed in Appendix 3 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 that may be specified in the SCC.</p>
	<p>39.2 Notwithstanding any approval under Clause 39.1 (b) above, 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.</p>

40 Reporting Obligations	40.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
41 Proprietary Rights on Documents Prepared by the Consultant	41.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory t. 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. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
42 Proprietary Rights on Equipment and Materials Furnished by the Client.	42.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. 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. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
<b>E. Obligations of the Client</b>	

43 Assistance and Exemptions	<p>43.1 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 may be specified in the SCC.</li> </ul>
44 Access to Land	<p>44.1 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 Consultant shall, however, be responsible for any damage to such land 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>
45 Change in the Applicable Law Related to Taxes and Duties	<p>45.1 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 remuneration and reimbursable expenses 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 Sub Clause 49.2</p>
46 Services, Facilities and Property of the Client	<p>46.1 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 5A to the contract at the times and in the manner specified in said Appendix 5A.</p>
	<p>46.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result t pursuant to GCC Sub Clause 49.3 hereinafter.</p>

47 Payment	47.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC Clauses 49 to 55 of this Contract.
48 Counterpart Personnel	48.1 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 5B to the contract.
	48.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on <ul style="list-style-type: none"> <li>(a) how the affected part of the Services shall be carried out, and</li> <li>(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC Sub Clause 49.3 .</li> </ul>
	48.3 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.
<b>F. Payments to the Consultants</b>	
49 Cost Estimate of Services: Ceiling Amount	49.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
	49.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 49.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
	49.3 Notwithstanding GCC Sub Clause 49.2 , if pursuant to any of the GCC Clauses 50, 46 or 48 , 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 Sub Clause 49.1 above, the ceiling set forth in GCC Sub Clause 49.2 above shall be increased by the amount of any such additional payments.
50 Payments: General	50.1 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

	50.2	Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the contract, may be charged to the contingency provided for only if the Client approved such expenditures prior to being incurred.
	50.3	With the exception of the final payment under GCC Clause 55, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
51 Remuneration and Reimbursable Expenses	51.1	Subject to the ceiling specified in GCC Sub Clause 49.2, the Client shall pay to the Consultant (a) Remuneration as set forth in GCC Sub Clause 51.2; and (b) Reimbursable Expenses as set forth in GCC Sub Clause 51.3.  Unless otherwise specified in the SCC, the said remuneration shall be fixed for the duration of the Contract.
	51.2	Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with GCC Clause 20 and SCC Clause 20 (or such other date as the Parties shall agree in writing), at the rates referred to in the SCC and subject to price adjustment, if any, specified in the SCC.
	51.3	Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
	51.4	The remuneration rates referred to under Clause 51.1(a) above shall cover: (a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as (b) factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and (c) the Consultant's fee.
	51.5	Remuneration for periods of less than one (1) month shall be calculated on a calendar-day basis for time spent on the assignment (one (1) day being equivalent to 1/30th of a month).
52 Modes of Payment	52.1	Payments in respect of the Services shall be made as specified in GCC Clauses 53 to 55.

53 Advance Payment	<p>53.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:</p> <p>(a) remain effective until the Advance Payment has been fully offset; and</p> <p>(b) be in the format as shown in Appendix 7.</p>
	<p>53.2 The Advance Payment will be offset by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.</p>
54 Interim Payments	<p>54.1 As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 51 to 55 for such month, or any other period indicated in the SCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.</p>
	<p>54.2 The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. .</p>
	<p>54.3 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. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date</p>
55 Final Payment	<p>55.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. 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.</p>

56 Suspension of Payments	<p>56.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant 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>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>G. Time Control</b>	
57 The Services to Be Completed by the Intended Completion Date	57.1 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.
58 Early Warning	58.1 If at any time during performance 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 of the delay, its likely duration, and its cause. 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.
59 Extension of the Intended Completion Date	59.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
60 Progress Meetings	60.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
	60.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.
<b>H. Good Faith and Fairness in Operation</b>	
61 Good Faith	61.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

62 Fairness in Operation	62.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, 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 Clause 74
<b>I. Termination and Settlement of Disputes</b>	
63 Termination for Default	63.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days" written notice of termination to the other party.
	<p>63.2 Fundamental breaches of the contract shall include but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of their obligations , as specified in a notice of suspension pursuant to GCC Clause 56 hereinabove, 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;</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 competing for or in executing this Contract;</li> <li>(d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 74.2;</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 Sub-Clause 74.2 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</li> </ul>

64 Termination for Insolvency	<p>64.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <ul style="list-style-type: none"> <li>(a) the Client becomes bankrupt or otherwise insolvent;</li> <li>(b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</li> <li>(c) 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</li> </ul>
65 Termination for Convenience	<p>65.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>
66 Termination because of Force Majeure	<p>66.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
67 Force Majeure	<p>67.1 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 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>
	<p>67.2 Force Majeure shall not include any:</p> <ul style="list-style-type: none"> <li>(a) 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) 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 .</li> </ul>

	67.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required.
68 No Breach of Contract	68.1 The failure of a Party to fulfill any of its obligations 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.
69 Measures to be Taken on Force Majeure	69.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	69.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	69.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

	<p>69.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
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70 Cessation of Rights and Obligations	<p>70.1 Upon termination of the Contract pursuant to GCC Clauses 19, 63, 64, 65 or 66 , or upon expiration of this Contract pursuant to GCC Clause 21 , all rights and obligations of the Parties shall cease, except</p> <ul style="list-style-type: none"> <li>(a) such rights and obligations as may have accrued on the date of termination or expiration;</li> <li>(b) the obligation of confidentiality set forth in GCC Clause 35 ;</li> <li>(c) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 38 ; and</li> </ul>
71 Cessation of Services	<p>Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63, 64, 65 or 66, 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 GCC Clauses 41 or 42.</p>
72 Payment upon Termination	<p>72.1 Upon termination of the Contract pursuant to GCC Clauses 63, 64, 65 or 66, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>(a) remuneration pursuant to GCC Sub-Clause 51.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC Sub-Clause 51.3 for expenditures actually incurred prior to the effective date of termination; and</li> <li>(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.</li> </ul>
73 Disputes about Events of Termination	<p>73.1 If either Party disputes whether an event specified in GCC clause 63, 64 or 66 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 Clause 74, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
	<p>73.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.</p>

74 Settlement of Disputes	<p>74.1 <u>Amicable Settlement</u></p> <p>(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
	<p>74.2 <u>Arbitration</u></p> <p>(a) 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 laws of the Client's Country and in the place shown in the SCC.</p>

**SECTION 4. SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<p><b>1.1 (a)</b></p> <p><b>1.1 (d)</b></p> <p><b>1.1 (k)</b></p>	<p><b>Morogoro Municipal Council</b></p> <p align="center"><b>P.O. Box 166,</b></p> <p align="center"><b>Morogoro.</b></p> <p>Attention: <b>Municipal Director</b></p> <p>The Consultant is [<i>Name, address and name of authorized representatives</i>]</p> <p>The Intended Completion Date is <b>2018</b></p>
<b>4.6</b>	The assignment is to be completed in the following in One phase: <b>Yes</b>
<b>6.1</b>	Non eligible countries are: <b>None</b>
<b>6.2</b>	Materials, equipments and supplies used by the Consultant are not permitted if they have originated in: <b>None</b>
<b>7.1</b>	The governing language shall be <b>English</b>
<b>11.1</b>	<p>The addresses for <b>Communications and Notices</b> are:</p> <p><b>Client:</b></p> <p align="center"><b>The Municipal Director, Morogoro Municipal Council, Old Dar es salaam/Station road, P.O Box 166, Morogoro.</b></p> <p>Tel: +255 23 261 4727 Fax: +255 23 261 4727 E-mail: info@morogoromc.go.tz, pmumorogoro.mc@gmail.com</p> <p><b>Consultant</b></p> <p>:..... Attention</p> <p>:..... Facsimile</p> <p>:..... E-mail</p> <p>:.....</p>

<b>15.1</b>	The Member in Charge is <i>[insert name of member]</i> . <i>Note: If the Consultant consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 11 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.</i>
<b>16.1</b>	The Authorized Representatives are: For the Client: <b>MUNICIPAL ENGINEER</b> For the Consultant: .....
<b>18.1</b>	The effectiveness conditions are the following: <b>Signing of Contract</b>

<b>19.1</b>	The time period shall be <b>thirty (30) days.</b>
<b>20.1</b>	The time period shall be <b>thirty (30) days.</b>
<b>21.1</b>	The time period shall be <b>15 months</b> or such other time period as the parties may agree in writing
<b>28.1</b>	The person designated as Project Manager in Appendix C to the contract shall serve in that capacity, as specified in Clause 33. <b>There is no such a Manager.</b>
<b>36.5 (a)</b>	The number of months shall be <b>fifteen (15) months.</b>
<b>36.5 (b)</b>	The ceiling on Consultant's liability shall be limited to <b>Twice the Contract Amount.</b>

<p><b>37.1(a)</b></p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in United Republic of Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <b>TShs. 10,000,000.</b></li> <li>(ii) Third Party liability insurance, with a minimum coverage of <b>TShs. 100,000,000.</b></li> <li>(iii) Professional Liability insurance, with a minimum coverage of <b>equal to twice the contract amount.</b></li> <li>(iv) Employer'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; and</li> <li>(v) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>
<p><b>39.1 (a)</b></p>	<p>Replacement of any key personnel for reasons other than death/extreme medical grounds, shall attract the following penalties:</p> <ul style="list-style-type: none"> <li>(i) For the replacement of up to 25% of key personnel man month, the remuneration shall be reduced by 5%;</li> <li>(ii) For replacement between 25% to 50%, remuneration shall be reduced by 10%</li> <li>(iii) For replacement between 50% to 75%, remuneration shall be reduced by 20%</li> <li>(iv) For total replacement beyond 75% of the total key personnel man month, the Client may initiate action for termination/debarment of such Consultants for future projects of the Client.</li> </ul> <p>NB: Any proposed staff for replacement must meet stipulated criteria in the Request for Proposals (RFP).</p>
<p><b>39.1(c)</b></p>	<p>The other actions are:</p> <p>Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.</p>
<p><b>41.1</b></p>	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client</p>

<p><b>43.1(d)</b></p>	<p>The Client will:</p> <ul style="list-style-type: none"> <li>(i) Assist in obtaining clearance through customs of any property required for the Services and of the personal effects of the personnel and their eligible dependents and assist in obtaining necessary residence permits, and any other documents required for their stay in Tanzania as per prevailing rules and procedures.</li> <li>(ii) Assist in obtaining work permits and such other documents as shall be necessary to enable Consultants, sub consultants or Personnel to perform the services.</li> <li>(iii) Assist in obtaining from Government officials, departments, public officials and agents all such data and information as may be necessary or appropriate for the effective</li> </ul>
<p><b>49.2</b></p>	<p>The ceiling is: <i>[insert amount]</i></p>
<p><b>50.1</b></p>	<p>The account is: <i>[insert account]</i>.</p>
<p><b>51.1</b></p>	<p>The prices charged for the Services provided shall be adjustable in accordance with the price adjustment formula detailed below.</p> <p>Remuneration paid pursuant to the rates set forth in Appendix F to the Contract shall be adjusted every <b>12</b> months (and, for the first time, with effect for the remuneration earned in the <b>13<sup>th</sup></b> calendar month after the date of the Contract) by applying the following formula:</p>
	$R_l = R_{l0} \frac{I_l}{I_{l0}}$ <p>where <math>R_l</math> is the adjusted remuneration, <math>R_{l0}</math> is the remuneration payable on the basis of the rates set forth in Appendix F, <math>I_l</math> is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, <math>I_{l0}</math> is the <i>Consumer Price Index (All Urban, as published by the Tanzania Bureau of Statistics on a</i></p>
<p><b>51.2</b></p>	<p>The rates for Personnel are set forth in Appendix 6 to the Contract.</p>
<p><b>51.3</b></p>	<p>The Reimbursable expenses are set forth in Appendix 6 to the Contract.</p>

<p><b>53.1 &amp; 53.2</b></p>	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment of not more than <b>15%</b> of the total cost net of the provisional sums may be made within <b>30 days</b> after the Effective Date. The advance payment will be recovered in by the Client in ten equal installments against the statements starting from the <b>third (3<sup>rd</sup>)</b> month of the Services until the advance payment has been fully offset.</li> <li>(2) The bank guarantee shall be equal or equivalent to the amount of the advance payment.</li> <li>(3) The Bank Guarantee shall be released when the advance has been fully offset.</li> </ol>
<p><b>54.3</b></p>	<p>The interest rate is the <b>Savings Account Interest Rate of any Commercial Bank in Tanzania Selected by the Consultant.</b></p>
<p><b>74.2(a)</b></p>	<p>“Arbitration shall be settled in accordance with Arbitration Rules of the National Construction Council and the place of Arbitration shall be Tanzania”.</p>

## **SECTION 5. PROPOSAL & CONTRACT FORMS**

### **5A. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

5A1 Technical Proposal Submission Form

5A2 Consultant's Organization and Experience

- a. Consultant's Organization
- b. Consultant's Experience

5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

- a. On the Terms of Reference
- b. On the Counterpart Staff and Facilities

5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment

5A5 Work Schedule

5A6 Team Composition and Task Assignments

5A7 Staffing Schedule

5A8 Curriculum Vitae (CV) for Proposed Professional Staff

**Form 5A1      Technical Proposal Submission Form**

[Location,

Date] To:      [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy].

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 25 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 48 of the Proposal Data Sheet.

We also confirm that the Government of the United Republic of Tanzania has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature <i>[in full and initials]</i>	
Name and title of Signatory	
Name of Firm	
Address	

## Form 5A2 Consultant's Organization and Experience

### Consultant's Organisation

*[Provide here a brief description (maximum two pages) of the background and organization of the Consultant]*

### Consultant's Experience

#### Major Work Undertaken during the last Ten Years that best Illustrates Qualifications

*[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.*

*]*

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organisation: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Person-Months
Name of associated Consultants, if any:		No of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Staff:		

Firm's Name:	
Authorised Signature:	

**Form 5A3      Comments and Suggestions on the Terms of Reference and on Counterpart  
Staff and Facilities to be provided by the Client**

**On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**On Counterpart Staff and  
Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 21.1 of the Proposal Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

*[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:*

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

**Form 5A5 Work Schedule**

N°	Activity 1	Months												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

**Form 5A6 Team Composition and Task Assignments**

<b>) Professional Staff</b>				
Name of Staff	Firm/Organisatio	Area of Expertise	Position Assigned	Task Assigned

		Form 5A7 Staffing Schedule1														
		1	2	4	4	5	6	7	8	9	10	11	12			
N <sup>o</sup> Staff	Name of Staff	Staff-month input by month <sup>1</sup>												n	Home	Field <sup>2</sup>
		Total staff-month input														
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>2</sup>
1																
2																
3																
		<b>Total</b>														

n

**Total**

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

**Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff**

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH				
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION:	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading	Writing
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD  <i>[starting with position list in reverse order <b><u>every employment held and state the start and end dates of each employment</u></b>]</i>	<p><i>[The Consultant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i></p> <p><i>[The Consultant should clearly indicate the Position held and give a brief description of the</i></p>			

		<i>duties in which the Consultant was involved].</i>	
	EMPLOYER 1	FROM:  <i>[e.g. January 1999]</i>	TO:  <i>[e.g. December 2001]</i>
	EMPLOYER 2	FROM:	TO:
	EMPLOYER 3	FROM:	TO:
	EMPLOYER 4 (etc)	FROM:	TO:
11	WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>	

**CERTIFICATION** *[Do not amend this Certification].*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (iii) to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by *[name of the Consultant]* continuously for the last twelve (12) months as regular full time staff. Indicate “Yes” or “No” in the boxes below:

**YES**

**NO**

Signature

Date of Signing

Day / Month / Year

## **5B. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

*[Forms 5B1 to 5B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 19 of the Information to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]*

5B1 Financial Proposal Submission Form

5B2 Summary of Costs

5B3 Breakdown of Staff Remuneration

5B4 Breakdown of Reimbursable expenses

5B5 Breakdown of Taxes

**Form 5B1 Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is inclusive of all taxes and duties except VAT payable by the Client.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 25 of the Proposal Data Sheet.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
----------------------------	--------	-----------------------------------

We also declare that the Government of the United Republic of Tanzania has not declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 3).

We understand you are not bound to accept any Proposal you receive.

Signed:

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

**Form 5B2    Summary of Costs**

<b>Cost Component</b>	<b>Amount</b>
Staff Remuneration	
Reimbursable Expenses	
<b>Sub-Total</b> (including all taxes and duties except VAT payable by the Client) – <i>Carried to Financial Proposal Submission Form</i>	
18% VAT	
<b>Total Amount including VAT payable by the Client</b>	

1# Staff Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in Forms 5B3, 5B4 and 5B5.

**Form 5B3 Breakdown of Staff Remuneration**

Name <sup>1</sup>	Position <sup>2</sup>	Staff-month Rate <sup>3</sup>	Input <sup>3</sup> (Staff-months)	[Indicate Sub Cost for each staff] <sup>4</sup>
Staff				
		Head Office Field		
Total Costs				

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Positions must coincide with the ones indicated in Form 5A7.
- 3 Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
- 4 For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

**Form 5B4 Breakdown of Reimbursable Expenses**

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>	Quantity	[Indicate sub cost for each item] <sup>3</sup>			
	Per diem allowances	Day						
	Travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, etc.							
	materials, supplies, etc.							
	Use of computers,							
	Laboratory tests.							
	Subcontracts							
	Other transportation							
	Office rent, clerical assistance							
	Others (specify)							
Total Costs								

- 1 Delete items that are not applicable or add other items according to Clause 19.1 of the Proposal Data Sheet.
- 2 Indicate unit cost.
- 3 Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

**Form 5B5 Breakdown of Taxes – This Form is Not Applicable**

Sl. No.	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>	Quantity	[Indicate cost for each item] <sup>3</sup>			

1. Describe any relevant tax or taxes
2. Indicate Unit Cost
3. Indicate Cost of each item: Unit Cost x Quantity

## 5C. Contract Agreement

This CONTRACT (hereinafter called the “Contract”) is made the *[insert day]* day of the month of *[insert month]*, *[insert year]*, between, on the one hand, *[insert name of client]* (hereinafter called the “Client”) and, on the other hand, *[insert name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

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) Contract Agreement;
  - (b) Letter of acceptance;
  - (c) The Special Conditions of Contract (SCC);
  - (d) The General Conditions of Contract (GCC);
  - (e) The Appendices (1 to 9).

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

- Appendix 1: Description of the Services
- Appendix 2: Reporting Requirements
- Appendix 3: Personnel and Sub Consultants
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates
- Appendix 7: Form of Bank Guarantee for Advance Payment
- Appendix 8: Notification Letter
- Appendix 9: Undertaking by Consultant on Anti – Bribery Policy / Code

of

Conduct and Compliance Programme

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the 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.

For and on behalf of *[name of Client]*

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## **5D. Appendices**

### **Appendix 1 Description of the Services**

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

### **Appendix 2 Reporting Requirements**

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

### **Appendix 3 Key Personnel and Sub Consultants**

List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in C-1.

### **Appendix 4 Hours of Work for Key Personnel**

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

### **Appendix 5 Duties of the Client**

List under:

- 5A Services, facilities and property to be made available to the Consultant by the Client.
- 5B Professional and support counterpart personnel to be made available to the Consultant by the Client.

### **Appendix 6 Cost Estimates**

List cost estimates:

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

## Appendix 7 Bank Guarantee for Advance Payments

Contract No:

Date:

To:

[Name and address of Client]

### ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Consultant]* (hereinafter called “the Consultant”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to your Special Conditions of Contract Clause 53.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

## **SECTION 6: TERMS OF REFERENCE**

**TERMS OF  
REFERENCE FOR**

**THE PROVISION OF PONSULTANCY SERVICES FOR PREPARATION OF DETAILED ENGINEERING DESIGNS, COST ESTIMATES, BIDDING DOCUMENTS, AND ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENTS (ESIA) AND SUPERVISION OF CONSTRUCTION WORKS OF COMMUTER BUS STANDS, PUBLIC AND TRUCK PARKING AREAS, STORM WATER DRAINAGE SYSTEM (10.00KM), STREET LIGHTING AND NON-MOTORISED TRANSPORT (NMT) IN THE CBD AREA IN MOROGORO MUNICIPALITY.**

**1. INTRODUCTION**

The Government of the United Republic of Tanzania (GoT) has received a credit from the International Development Association (IDA) towards the cost of the Urban Local Government Strengthening Programme (ULGSP). It is intended that part of the proceeds of the credit will be used to cover eligible payments under the contract for the Provision of Consultancy Services for Preparation of Preliminary and Detailed Engineering Designs, Cost Estimates and Bidding Documents, Environmental and Social Impact Assessments and supervision of construction works for Commuter Bus stands (2No), Public and Truck parking areas (2No), Storm water drainage system (10.00km), Street lighting and Non-Motorised Transport (NMT) in the CBD area in Morogoro Municipality.

**1.1 The Urban Local Government Strengthening Programme (ULGSP)**

The overall objective of the ULGSP is to: (i) improve basic urban infrastructure and services in selected urban LGAs; and (ii) strengthen the management and fiscal capacity of those urban LGAs for improved operations, maintenance and infrastructure development.

**2. ASSIGNMENT OBJECTIVES**

- Prepare preliminary and detailed designs, drawings and cost estimates for construction of Commuter Bus stands (2No), Public and Truck parking areas (2No), Storm water drainage system (10.00km), Street lighting and Non-Motorised Transport (NMT) in the CBD area, package them into suitable contracts, prepare final bidding documents and overall time-bound implementation schedule. Preparation of tender documents for International Competitive Bidding (ICB) or National Competitive Bidding (NCB) shall be in accordance to the Public Procurement Act, 2011, Public Procurement (Goods, works, Non-Consultant services and Disposal of Public Assets by Tender) Regulations, 2013
- Conduct an Environmental and Social Impact Assessment (ESIA) of the proposed roads and prepare an overall ESIA report.
- Prepare Environmental Management Plans (EMPs) and where necessary, Resettlement Action Plans (RAPs).

- Undertake consultancy services on behalf of the Morogoro Municipal Council for the supervision of construction works for construction works of Commuter Bus stands, Public and Truck parking areas, Storm water drainage system (10.00km), Street lighting and Non-Motorised Transport (NMT) in the CBD area.

### 3. SCOPE OF WORK

#### 3.1 Overview

The overall scope of the consultancy assignment comprises the preparation of preliminary and detailed designs, drawings, cost estimates, suitable contract packages, final bidding documents and overall time-bound implementation schedules, and the preparation of environmental and social impact assessments, preparation of environmental management plans and, where necessary, resettlement plans.

The indicative scope of works for Morogoro Municipal Council is as follows:

- Construction of Commuter Bus stands (2No), Public and Truck parking areas (2No), Storm water drainage system (10.00km), installation of Street lighting and Non-Motorised Transport (NMT) in the CBD area in Morogoro municipality.
- The proposed area for commuter bus stand is Kikundi area. The current commuter bus located at the junction of Boma and Old Dar es salaam road is proposed to be turned into a public parking area.
- The Proposed area for Truck parking area are: Nanenane at Kichangani ward and Lungemba at Mafiga ward (see Diagram)
- The proposed area to be provided with storm water drainage facilities has three types of drains, namely: Primary, secondary and tertiary drains. The following roads/streets and open channels are selected to be provided with drainage facilities:
  - **Uhuru street**  
The street is within Sultan area and cross Madaraka road joining Makongoro road. The street has lined open channels which acts as secondary drains collecting all the incoming storm water from Tuwatugawe street, Dedan Kimathi road, Karume street, Magoma and Mzigila street to Kikundi river at Makongoro road.
  - **Anti-Malaria canal crossing Turiani/Korogwe road**  
Close to Hood Bus offices there is a canal which receives runoff from Uhuru Primary school swampy via another anti-malaria canal across Mazimbu road which flows besides the MORUWASA offices through TANROADS offices. It eventually joins the major anti-malaria canal at Mwembesongo area after crossing Korogwe road. This canal is rather small thus causes flooding at area between Hood offices and Rice Milling machines. Moreover the opposite area of an open space containing playing fields is also flooded during rainy season.

- Open channel crossing Rusegwa road, Ngoto street Konga street discharging water to Kikundi river.
- **Open Channel from Simbamwene road.**  
This channel acts as a secondary drain collecting water from adjacent areas to Kikundi swampy area and finally discharging water to Kikundi river.
- Open Channel from Kihonda Secondary School to Ngerengere river.
- **Open Channel from Mizambarauni road.**  
This channel collects stormwater from Mizambarauni road and adjacent areas discharging into the Kilakala stream.
- **Makongoro street**  
The street is short, starting at Madaraka junction up to Turiani road and crossed by Kikundi river. The street is drained by shallow drains which are connected to grate inlets to underground pipe culvert to Kikundi river. The pipe culvert is small causing flooding at Central market area, Madaraka road and nearby areas.
- Open channel crossing Old Dar es salaam road, Kigurunyembe Secondary School, Station road and Railway station finally discharging water to Morogoro river.
- **Open Channel from Referral Hospital (Morogoro Regional Hospital)**  
This channel collect storm water from Rwegasore road and Regional hospital and adjacent areas crossing Old Dar es salaam road, Station road discharging into Morogoro river.
- **Open Channel from Morogoro Municipal head quarters.**  
This channel collects storm water from Municipal head quarters, Post offices, District Commissioner's office, Central Police station crossing Old Dar es salaam road and Mwere Primary school discharging into Morogoro river.
- **Uluguru road**  
The road is within Vibandani area close to Kikundi swampy area, it is gravel and has road side drains on both sides. Along the road there is a double culvert crossing with the diameter of 900mm which acts as outlet for all storm water from SUA road, Simbamwene road, Ukami road and Uluguru itself. The storm water is discharged on the Kikundi swampy area via unlined open channel and finally to Kikundi river.
- **SUA road**  
The road is tarmac and has road side drains on both sides stone pitched and pre cast concrete lining. The drains act as secondary drains collecting storm water from all adjacent areas to Kikundi swampy area and finally to Kikundi river. The road is

connected to Madaraka road, Ukami road, Uluguru road, Kenyatta road and Ngoto street.

- **Madaraka road**

Madaraka road is crossed by Kikundi river as a primary drainage and served by rectangular road side drains covered by concrete slabs from SUA from Kikundi bridge to Boma road round about is drained by shallow drains which are connected to underground culverts via curb inlets. However all the inlets along this section are totally blocked and thus causes flooding during rainy season.

Karakana road

## **3.2 Preliminary Engineering Designs**

### **3.2.1 Confirmation of any data/information available.**

The Consultant shall be required to confirm the adequacy of horizontal curves and where necessary advise/propose means of improving these curves. Further, the Consultant would be required to assess the condition of existing structures to determine their adequacy and advise accordingly. Moreover, the Consultant shall be required to study and verify any of the engineering data available for the existing roads, streets, open channels and public parking areas including the lengths.

### **Preliminary Survey and Investigations**

#### *Road Alignment and Condition Survey*

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

#### *Route Selection*

3.2.3 The existing road alignment should be the base of this design.

3.2.4 Any proposed realignment will be guided by the existing Land use plan of the respective Municipal Master Plan and shall be agreed upon between the Consultant and the Client during the Inception Report stage

#### *Preliminary Topographic Survey*

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

- 3.2.6 All topographic surveys undertaken by the Consultant shall be according to the Land Surveying and Mapping Standards of Tanzania, and shall be recorded in standard survey field books/electronic data book, which shall be submitted and become the property of the Client at the completion of the assignment.
- 3.2.7 The primary network of permanent control points shall be established at a maximum interval of 3000 m along the road thereafter to be distributed to a maximum of 300m as secondary points, which should be intervisible.
- 3.2.8 The Consultant shall liaise with the Ministry responsible for lands for the existing National Grid/Datum reference beacons and benchmarks in order to establish the permanent control points. The co-ordinates of all intersection points shall be in the Universal Transverse Mercator (UTM) system and shall be tied to the National Survey Grid, and levels related to the National Benchmarks.
- 3.2.9 Monumentation of all primary control points shall be made using 12 mm steel pins embedded in concrete cast in-situ. The description cards for the control points shall be prepared and submitted to the Client and detailed in the report to be submitted to the Client for future reference.
- 3.2.10 The survey of the centre line shall comprise of all activities required to locate the road alignment on the ground and to plot it on the plan and shall include:
- Levelling along centreline at 50 m intervals for the longitudinal profile, and
  - Cross-section levelling at 500 m intervals and at any local irregularity. Cross sections are to cover at least 25m each side of the centreline.
- 3.2.11 Further, the survey shall cover the location from the centre line of physical features like buildings, monuments, posts, pipe lines and existing roads, stream/river crossings, cross drainage structures etc that are likely to affect the road construction works.
- 3.2.12 Geometrical characteristics of the centreline shall be computed and survey data shall be given at regular intervals along the curves and the longer tangent alignments. Vertical alignment shall be defined and computed.
- 3.2.13 The topographic data shall be available and presented on maps with a scale of 1:4000.
- 3.2.14 In addition, electronic copies of the topographic data saved in MS Excel and topographic drawings in DXF or DWG format shall be submitted in CD ROMs to the Client and become his property.

#### *Preliminary Soils and Materials Investigations*

- 3.2.15 The Consultant shall investigate the soils at the proposed parking areas and commuter bus stands with a view to determining the characteristics of existing soil layers. The soil types shall be described and assessed in terms of their suitability for road construction, resistance to erosion and other relevant factors. Sub-grade soils shall be analysed by excavating pits or auger and collecting soil samples for laboratory tests. Generally test pits shall be excavated every 1000m. Additional test pits shall be carried out where there is a remarkable change in soil characteristics and the tests to be carried out shall include:

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

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

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

*Preliminary Drainage Studies and Surveys*

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

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

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

## *Hydrological Survey and Analysis*

- 3.2.20 The Consultant shall define the catchment areas for all the major drainage structures on topographical maps or aerial photographs. The sites of the meteorological and hydrological existing stations in the area shall also be shown. Rainfall intensity, run-off duration/intensity relationship, catchments run-off characteristics and the channel slopes/discharge characteristics for each catchment area will be determined based on the available aerial photographs, topographic maps and field investigations as necessary.
- 3.2.21 The Consultant shall investigate channel stability; scour depth and bank stability, maximum flood level and hydraulic opening of the structures to accommodate maximum flow anticipated with a provision for adequate free board. The peak flow through the river/stream will be estimated for a return period of 50 years for bridges and 25 years for other structures using generally acceptable standard procedures such as the Rational Method for catchments between 1.0 sq km or where drainage flow distance is less than 1 km and the “Transport Road Research Laboratory (TRRL) East African Flood Model” for catchments larger than 1.0 sq km but less than 200 sq km.

### **Preliminary Design**

#### *Pavement Design*

- 3.2.22 The Consultant shall carry out a preliminary pavement design on the basis of sub grade characteristics and design traffic loading for the design period. The Consultant shall use the design methods for pavement design as specified in the Pavement and Materials Design Manual (PMDM) published by the Ministry of Works in 1999. The recommended pavement structure with respect to the type and thickness of structural layers as well as the type and thickness of surfacing will be derived from specifications shown in relevant tables of the PMDM.

#### *Geometric Design and Volume computations*

- 3.2.23 Based on the topographic surveying and the designed pavements, the Consultant shall improve the horizontal and vertical alignments as necessary to comply with the approved design standards appropriate to the traffic and engineering characteristics of the road. The Consultant shall use the designed alignments to perform volume computations for earthworks and pavement layers.

#### *Drainage structures*

- 3.2.24 The Consultant shall provide new drainage structures on the basis of hydrological study, load carrying capacity and structural stability. The Consultant shall recommend appropriate remedial measures to the existing structures to improve structural stability, load carrying capacity and meet the design standards.
- 3.2.25 The Consultant shall check the structural condition of the existing drainage structures including the inlet and outlet of the structures, and carry out the design of their remedial/repair works. The Consultant shall also carry out hydrological analysis for all new drainage structures and existing ones which are hydraulically and structurally unsound and in need of replacement. All existing drainage structures which don't meet the design standards shall be replaced.
- 3.2.26 The catchment areas, rainfall, run-off duration/intensity relationships, catchments run-off characteristics and channel slopes/discharge characteristics for each catchment shall be

determined on the basis of available topographic maps and field investigations as necessary. The appropriate return flood period and corresponding water levels will be established and the adequacy of existing waterways should be checked. Appropriate flood design model like the East African flood design model should be used.

### **Preliminary Environmental and Social Impact Assessment**

- 3.2.27 The Consultant shall carry out Preliminary Environmental and Social Impact Assessment (ESIA) based on the national legislation and policies. Among others, the assessment will cover the identification of environmental and social impacts (both positive and negative) of the project and propose mitigation measures for the negative impacts.
- 3.2.28 Before undertaking the Preliminary Environmental and Social Impact Assessment the Consultant has to prepare Project Brief Report and fill in EIA Registration Form No.1 for projects registration at NEMC. Thereafter, the scoping exercise and consultation with project stakeholders (i.e. Vice-President's Office, NEMC, Ministry of Natural Resources and Tourism, General Public etc) shall be conducted. In the process of scoping, the Consultant shall review the scope for undertaking ESIA. The scoping report must be submitted to Client for necessary review and be approved by NEMC before embarking on the Preliminary Environmental Assessment process.
- 3.2.29 Conduct survey of properties to be affected to facilitate the development of Preliminary Resettlement Action Plan for relocation of project affected persons.
- 3.2.30 Since the road works are likely to affect the life of the community staying along the project road, the Consultant shall as part of the preliminary social mitigation plan, devise HIV/AIDS awareness and prevention programme. The programme shall target the road construction workers and the general public within the area of influence of the road.

## **3.3 Detailed Engineering Designs and Bidding Documents**

### **Design Standards**

- 3.3.1 The following approved standards by the Ministry of Works, Transport and Communication shall be adopted and adhered to:

1.	Geometric design	MoWDraft Road Design Manual of 1989, Code of Practice for Geometric Design (Draft) published by SATTC - TU, 1998
2.	Pavement and Materials	MoW Pavement and Materials Design Manual, 1999
3.	Specifications	MoW Standard Specifications for Road Works, 2000
4.	Testing Procedure	MoW Central Materials Laboratory Testing Manual, 2000
5.	Structures	British Standards BS 5400
6.	Hydrology and Hydraulics	TRRL East African Flood Model
7.	Surveying	Land Survey and Mapping Standards of Tanzania (Land Surveying Regulations CAP 390)

The Consultant shall be responsible for the design details within this framework.

The methodologies used in the design of pavement, earthworks, drainage and structures, shall conform to the latest techniques while ensuring the use of locally available materials. At all times a balance must be kept between capital and maintenance costs.

### **Climate**

3.3.2 The Consultant shall describe the climatic conditions of the project area, providing details of:

- Rainfall (monthly distribution and intensity, including rain days per month);
- Temperature (minimum, medium and monthly ranges throughout the year);

Any other climatic features of importance

### **Topographic Surveys**

3.3.3 The topographic surveys shall follow the same standards as specified for the preliminary topographic surveys, namely the Land Surveying and Mapping Standards of Tanzania, and shall be recorded in standard survey field books/electronic data book, which shall be submitted and become the property of the Client at the completion of the assignment. The co-ordinates of all intersection points shall be in Universal Transverse Mercator (UTM) system and shall be tied to the National Survey Grid, and levels related to the National Benchmarks. Monumentation of all control points shall be made using 12mm steel pins embedded in concrete cast in-situ. The description cards for the control points shall be prepared and submitted to the Client and detailed in the report to be submitted to the Client for future reference.

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

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

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

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

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

3.3.6 In addition, electronic copies of the topographic data saved in M/S Excel and topographic drawings in DXF or DWG format shall be submitted in CD ROMs for future reference and actions.

### **Soils and Materials Investigations**

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

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

3.3.8 The Consultant shall carry out sub surface investigations for all major drainage structures

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

3.3.9 Analysis and testing of alignment soils and potential construction materials shall be carried out to determine their suitability for the works. The Consultant shall perform all necessary tests as stipulated in the PMDM to verify the type and strength of the sub-grade soils. Special attention shall be given to identification of sections with problem soils.

3.3.10 Potential gravel sources shall be tested or:

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

3.3.11 Potential sources of hard stone shall be tested for:

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

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

### **Detailed Engineering Design Requirements**

#### *Horizontal and vertical alignment*

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

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

### *Earthworks and Pavement Design*

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

Other parameters to be considered during pavement design shall include: results of the pavement evaluation, soils and materials tests and other engineering treatments dictated by available natural materials. Access roads joining the project road shall be paved up to the end of the road reserve, i.e 30 m from the centreline.

### *Design of Drainage Structures*

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

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

### *Geometric Design*

- 3.3.16 Based on the topographic surveys and the designed pavements, the Consultant shall verify the horizontal and vertical alignments as necessary to comply with the approved design standards appropriate to the traffic and engineering characteristics of the road. The Consultant shall use the allocated alignments to perform volume computations for earthworks and pavement layers.

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

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

### *Engineering Drawings*

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

- (i) *Topographic Plans, scale 1:2000*
- (ii) *Plans and Profile, scale 1:2000/1:200*

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

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

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

- (iv) *Cross Sections, scale 1:100*

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

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

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

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

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

- (vii) *Soil plans*

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

- (viii) *Traffic Management Plans*

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

- (viii) *Auxiliary Works*

Showing all auxiliary works using the appropriate scales.

- (ix) *Layout Maps*

Layout maps of the municipality to suitable scales, showing key existing roads and other features as related to the location of the proposed roads with clear linkages, lengths, sizes and other important information/data.

### **Environmental and Social Impact Assessment**

3.3.20 The consultant shall conduct detailed Environmental and Social Impact Assessments (ESIA) by taking into account the preliminary Environmental and Social Impact Assessment

conducted at the feasibility study. The assessment shall be conducted in accordance with the requirement in the Environmental Impact Assessment and Audit regulations (2005). The Detailed Scope for conducting Environmental and Social Impact Assessment is attached herewith as **Annex I** of these Terms of Reference.

- 3.3.21 The Consultant shall undertake detailed survey of the properties to be affected by the project and indicate the names and addresses of the properties owners and undertake valuation of those properties for development of the Resettlement Action Plan (RAP) for effecting compensations.
- 3.3.22 The Consultant shall assess the likely impact of HIV/AIDS on the project road and propose measures to mitigate the same in accordance with National HIV/AIDS policy and strategies. The Consultant shall also prepare an awareness programs which aim at educating the communities on the control of HIV/AIDS.
- 3.3.23 The consultant shall identify the potential locations along the road reserve and propose facilitation of trade as a measure to prevent roads reserves encroachment by street vendors.

### **Construction quantities**

- 3.3.24 The calculated quantities for the items of construction shall be based on the final design drawings. The earthwork quantities shall be derived from calculations based on the field cross sections along the road centreline and in accordance with acceptable methods of measurements that shall be agreed with the Client. A detailed bill of quantities shall be prepared under the following sections: General; Drainage; Earthworks and Pavement layers of Gravel or Crushed Stone; Bituminous Layers and Seals; Ancillary Road works; structures and Day works.

### **Cost Estimates**

- 3.3.25 The Consultant shall estimate likely ruling bill rates applicable to the proposed time of construction, showing how these are derived. In order to make a fair and reasonable estimate of the cost of project, the Consultant shall prepare a unit price analysis of each item using basic cost elements (labour, materials, equipment, tools, overheads, on - site costs, profit, etc.), and showing separately the cost of all taxes (direct or indirect, duties, levies and fees). The estimated financial cost resulting from this analysis shall be accurate to within  $\pm 10\%$ . The cost estimates shall also include the costs for implementation of EMP, RAP, and HIV/AIDS alleviation programme.
- 3.3.26 The Consultant shall give cost estimates broken down by main works'' items into foreign and local currency components as follows:-

(i) *For foreign  
currency:*

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

(ii) *For local currency:*

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

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

### **Construction Schedule**

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

- (i) Major activities and their duration
- (ii) A “network” showing the proposed ordering or sequencing of the major activities.
- (iii) Duration of the entire project in the form of a bar chart
- (iv) Monthly cost of each activity
- (v) Anticipated monthly expenditure presented in form of an S-curve.

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

### **Tender Documents**

3.3.30 The Consultant, after due consultation with the Employer, shall package the project roads into packages and prepare the tender documents accordingly.

3.3.31 The Tender Documents shall be prepared in accordance with the latest version of the PPRA Standard Bidding Documents for the Procurement of Works. The Tender Documents shall be designed as follows:

a) Volume I

- Section I - Invitation for Bids
- Section II - Instructions to Bidders
- Section III - Bid Data Sheet
- Section IV - General Conditions of Contract
- Section V - Special Conditions of Contract
- Section VI - Technical Specifications (Standard and Special)
- Section VII - Drawings (Bound Separately as Volume II)
- Section VIII - Bill of Quantities
- Section IX - Bid Form
  - Form of Bid and Appendix to Bid
  - Form of Qualification information
  - Letter of acceptance
  - Form of Contract Agreement
- Section X - Form Security
  - Bid Security form or Bid
  - Securing Declaration form

- Performance Security Form
- Bank Guarantee for Advance Payment Form

Section XI - Integrity

- Undertaking by Bidder on Anti-Bribery Policy

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

- b) VOLUME II - Drawings (photo-reduced to "A3" size)
- c) VOLUME III - Materials Report
- d) VOLUME III - Hydrological/Hydraulic Report
- e) VOLUME III - Survey Report

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

#### **4.0 CONSULTANT'S INPUTS**

##### **Consultant's Experience**

4.1 The Consultant should have general experience in carrying out feasibility or preparation studies, planning and design of infrastructure projects. The Consultant should have had at least 5 years of experience in planning for infrastructure development/investments, environmental and social impact assessments; preparation of environmental management plans, resettlement plans, preliminary and detailed designs, cost estimates, bidding documents and project implementation schedules as well as having successfully prepared at least 1 similar project (by size and complexity) in an urban or peri-urban environment in Sub-Saharan Africa.

##### **PROFESSIONAL STAFF**

4.2 The professional staff to be provided by the Consultant is estimated at **67 staff-months** covered by the services of :Team Leader/Senior Highway Engineer; Highway Engineer, Transport Economist; Materials Engineer, Drainage Engineer, Quantity Surveyor, Senior Topographical Surveyor, Hydrologist, Environmentalist and Sociologist and Valuer. The services are anticipated to be completed within 3 months for design and 12 months for construction works from the Contract Effective Date. The duties/responsibilities and qualifications of the key staff are as indicated below:

##### **i) Team Leader/Senior Highway Engineer [1No]**

The Team Leader shall be responsible for the proper conduct of the entire execution of the assignment and shall be the principal contact person between the Consultant's team and the

Client. He/she shall also be responsible for ensuring the team is deployed at the project site and harmonizing the conduct and outputs of the assignment.

The Team Leader/Senior Highway Engineer must be a Registered Civil Engineer with a degree in Civil Engineering or an equivalent qualification. Postgraduate qualifications in Highway Engineering are an added advantage. He/She must have at least 10 years of cumulative experience related to road studies, designs. He/She must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity in the past 10 years. In addition, he/she must have a working experience at least of 3 years in sub-Saharan Africa. Proficiency in written and spoken English is mandatory.

**ii) Highway Engineer [1No.]**

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

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

**iv) Materials Engineer [1No]**

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

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

**v) Drainage Engineer [1No.]**

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

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

**vi) Topographical Surveyor [1No.]**

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

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

**vii) Hydrologist [1No.]**

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

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

**viii) Environmentalist [1No.]**

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

The Environmentalist shall have a degree in environment management or related discipline. A post graduate qualification in environmental management is an added advantage. He/She must have done an EIA of at least three (3) projects of a similar nature within the past ten (10) years. The expert should be registered as EIA expert with NEMC. He/She must have at least 3 years working experience in Sub Sahara Africa. Proficiency in written and spoken English is mandatory.

**ix) Sociologist [1No.]**

The Sociologist shall be responsible for conducting the social impact assessment in the corridor of impact and prepare mitigating plans and Resettlement Action Plan (RAP) in

order to minimize any negative impacts that the road construction will have on the people along project area. Furthermore the sociologist will be responsible for proposing measures to prevent vendors from the common practice of encroaching the roads reserves

The Sociologist shall be a holder of a degree in social science or related disciplines. A postgraduate qualification in Social science is an added advantage. He/She must have done a SIA on at least two (2) road development projects within the last 10 years. In addition, He/She must have at least 3 years working experience in Sub Sahara Africa. Proficiency in both written and spoken English and Swahili are mandatory.

**X) Valuer**  
**[1No.]**

The Valuer shall be responsible for conducting properties valuation to effect compensation of properties to be affected.

The Valuer shall be a holder of a degree/or equivalent qualification in land management and valuation. A postgraduate qualification in land management and valuation is an added advantage. He/She must have done valuation on at least two (2) development projects within the last 10 years. A valuer must be a registered valuer. In addition, He/She must have at least 3 years working experience in Sub Sahara Africa. Proficiency in both written and spoken English and Swahili are mandatory.

**4.2 Support staff**

Apart from the above listed key staff the Consultant is required to provide necessary support staff (short-term) with appropriate qualifications for the successful implementation of the assignment. The short-term staff (civil engineers, quantity surveyor, etc) should be holders of at least a B.Sc degree in civil engineering or relevant field and have at least 8 years of relevant experience and registered with the relevant Professional Boards.

**Note:**

- Any Candidate shall have full score if she/he meets the number of years indicated on each criteria below which prorating will be applied;
- A Candidate who is not registered as required shall not be considered during evaluation;  
and
- Any Candidate scoring below 80% of the allocated score shall be replaced with a qualifying one.

**5.0 REPORTS**

- 5.1 The Consultant shall prepare, and submit all reports in English and presented on A4 sized paper. All reports shall be submitted initially as draft versions, which shall be finalized to accommodate Clients's comments. Survey data for both draft and final reports shall be submitted in a format compatible to current operating window system.
- 5.2 The Consultant shall arrange to present the Reports to the Council Management Team (CMT). The presentations shall be made at least 5 days after submission of the draft final report in hard and soft copies of the reports. The presentations shall preferably be in PowerPoint.

### **Inception report (5 Copies)**

- 5.3 This report shall briefly describe the mobilization and establishment status of the Consultant, the specific staffing plan, the updated work plan the Consultant proposes to follow in carrying out the assignment, based on the Consultants initial findings, details of any constraints or inputs required from the employer and such remarks as are deemed appropriate including the works done so far. This report shall be submitted not later two (2) weeks from the date of commencement of the services. The Inception Report shall be accompanied with EIA Registration Forms and Project brief for Environmental and Social Impact Assessment study.

### **Draft Preliminary Design Report and Preliminary ESIA and RAP**

- 5.4 The Draft Preliminary Design Report shall summarize all the work performed, the findings and recommendations of the Consultant. The consultant shall submit 5 copies of the report **one (1)** month after signing of the contract. The report shall include maps, plans and diagrams. The consultant shall submit 5 copies of Scoping report for ESIA undertaking and four (5) copies of the Preliminary Environmental and Social Impact Assessment and the preliminary Resettlement Action Plan (RAP). The consultant shall also prepare an executive summary; highlighting most important findings from the studies, conclusions and recommendations. In addition, the consultant shall also submit a soft copy of the report in editable and PDF format for review.

### **Final Preliminary Design and Preliminary ESIA Reports and Preliminary Resettlement Action Plan**

- 5.5 The Final report shall be submitted in 5 hardcopies copies within 7 days of receipt of the Client's comments on the Draft Final Preliminary design and ESIA complete with plans incorporating all the revisions deemed appropriate by the Consultant after receipt of comments on the Draft Final Report of the study from the Client. The models and/or calculations used in the economic analysis shall also be made available in a compact disc compatible with MS Windows software. The consultant shall also prepare an executive summary (5 copies), highlighting most important findings from the studies, conclusions and recommendations.

### **Record of Documents**

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

### **Draft Final Design Report (5 copies) and Draft Tender Documents, Detailed ESIA & RAP, Valuation of Properties and Cost Estimate (5 copies)**

- 5.7 The Draft Final Design Report shall summarize the findings, analysis, results and recommendations of the detailed engineering design, and shall consist of road plans and profile drawings, typical cross-sections drawings, drainage plans, design of drainage and other structures, traffic data, topographic data, setting out data, bills of quantities, bidding documents, estimate of construction costs (and its price analysis including all supporting material). The draft final design report shall comprise all the assumptions and criteria used in the analysis and design of the work together with all details and standards used. All

design calculations for pavements and structures shall be enclosed in form of annexes. The draft final design report shall be submitted together with the following reports:

*i) Materials Report (5copies)*

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

*ii) Hydrological - Hydraulic Report (10 copies)*

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

*iii) Engineering Drawings (5 copies)*

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

*iv) Survey Report (5 copies)*

The Survey report shall be submitted together with other reports.

*v) Confidential cost estimate (5 copies)*

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

*vi) Environmental and Social Impact Assessment Reports (5 copies)*

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

In addition, the consultant shall also submit a soft copy of the draft reports in editable and PDF format for review.

**Final Design Report and Tender Documents (5 copies), Detailed ESIA & RAP, Valuation of Properties (10 copies) and Cost Estimate (1 copy)**

- 5.8 The reports shall be submitted not later than 14 calendar days from the date of approval by Client of Draft Final Design Report and Draft Final Tender/Contract Documents. This report shall incorporate all revisions deemed necessary arising from comments received from the Client. The Consultant shall submit electronic copies of all the reports, including the Tender Documents in Microsoft Office format.

**Record of Documents**

- 5.9 After delivery of all final documentation, the originals of the documents are to be submitted to the Municipal Director in Compact Disc compatible with software used and agreed by the Client, such as Microsoft word for word processing, Microsoft Excel for spreadsheet, Microsoft project for project management, AutoCAD etc.

## **6 SPECIFIC RESPONSIBILITIES OF THE CONSULTANT**

### **Preliminary and Detailed design and Environmental and Social Impact Assessment (ESIA)**

- 6.1 All information, data and reports obtained from the Municipal Council in the execution of Consultancy services shall be properly reviewed and analysed by the Consultant. The Consultant shall be responsible for the correctness of using such data. All such information, data and reports shall be treated as confidential.
- 6.2 The Consultant shall be responsible for arranging for all necessary office and living accommodation, transport, equipment, supplies, secretarial services, and such other services, necessary for the proper implementation of the services.
- 6.3 The Consultant shall be responsible for making sure that all key staff proposed in the Technical proposal and approved by the Client are available at all time of the assignment as per the schedule provided in the contract. The Client will keep on investigating their presence and take contractual measures to the consultant including deduction of the relevant fees in case of absence.
- 6.4 The Consultant shall be responsible for making sure that the assignment is done according to the requirements of the Terms of Reference and the standards. Any cost that will be incurred by the employer for review of any resubmitted report due to substandard work will be borne by the Consultant and will be deducted directly from any monies payable to the Consultant.

### **Construction Supervision**

- 6.5 The consultant shall be responsible for the supervision of the construction in accordance with the *PPRA Conditions of contract 2007 Edition*. The consultants shall, in general, exercise the powers of the Engineer in all matters concerning the contract and the execution of the works. He shall supervise the construction works with due diligence and efficiency and in accordance with sound technical, administrative, financial and economic practices. He shall perform all duties associated with such tasks to ensure that only the best construction practices are followed and that the final product is in all respects equal to, or better than that specified, at the most economic costs and is carried out in full compliance with the governing specifications.
- 6.6 In particular, the consultant's duties and responsibilities shall include but not limited to:
- i. Checking and establishing that the contractor mobilizes and supplies to the contract all plant, equipment and machinery that have been committed in the tender or required for the completion of the works and ensure that all such items of plant required for the completion of the works and ensure that all such items of plant remain on the contract until their release has been authorized.

- ii. Taking necessary measures and provision of appropriate advice to the Municipal Council at all times to enable the construction contract to be completed in a timely and cost effective manner, in conformity with the contract conditions and specifications.
- iii. Satisfying himself thoroughly as to the nature and scope of the works, of all information available and of documents and materials to be used by the contractor in executing the works as to enable him to perform his duties satisfactorily, studying and checking all documents associated with the projects, foreseeing possible problems and advising Municipal Council appropriately during the construction and maintenance period.
- iv. Identifying and marking all utilities with the help of the competent authorities and the Municipal Council in effecting the removal/relocation (where necessary) of utilities within the right of way.
- v. Identifying and locating all beacons and benchmarks to enable the contractor set out and construct the works and hand over to the contractor before commencement of the works.
- vi. Inspecting, testing and approving all materials and completed works to ensure compliance with technical specification requirements.
- vii. Keeping updated all records including reports, works diaries, correspondence, instructions given to contractor, test records, measurement and quantity calculations, payment records and all other relevant documents pertaining to the works operations and supervision contract.
- viii. Preparing consolidated monthly reports on physical and financial status, site meetings, contractual matters, etc., with recommendations for action by the Municipal Council.
- ix. Monitoring the implementation of social and Environment impact mitigation measures during the construction of the works in consultation with the Environmental and Social Management Committee of Morogoro Municipal Council.
- x. Preparing control charts of the main activities and a project master schedule, indicating both past performance and forecasts for completion including time involved in each case.
- xi. Measuring quantities of works satisfactorily carried out and certify monthly and final payment certificates for consideration by the Employer. Monthly certificates to be submitted to the Employer for payment shall include total cost of the works executed in foreign and local costs.
- xii. Recording, examining and evaluating all claims submitted by the contractor and submit timely recommendation thereof for consideration by Employer.
- xiii. Preparation and submission of detailed progress report with update cost of the civil works contract, implementation schedules and any substantiated request related to additional funding, needed for full completion for the project. The report shall be prepared when the implementation of the civil works contract reaches a value of 50% and 80% of the initial construction contract.
- xiv. Negotiating with the contractor the price of additional works in the contract (if any) in case of change(s) to the original contract and subject to the approval by the Employer.

- xv. Preparing and submit to Employer the final cost of executed works.
- xvi. Preparing final construction report and as-built drawings.
- xvii. Effecting changes that will improve design or specification for the works with prior consultation with the Employer. Such changes shall not increase the contract time nor shall the increase in contract sum resulting from such changes exceed a percentage to be agreed with Employer.
- xviii. Maintaining a site diary on a daily basis with the contents and format to be agreed with Employer.
- xix. Organizing and undertaking on the job training for qualified counterpart engineers. The engineers will be seconded to the consultant by Employer during the execution of the works contract. The training will include apart from others, all aspects of completed works, setting out and measurement, including preparation of as-built drawings and final report.
- xx. Participate in the Municipal Standing Committees review and inspection of development projects and prepare reports on behalf of the Municipal Director as and when required.
- xxi. Review contractor's requests (if any) for extension(s) of time and the implication(s) and advice the Client accordingly.

**Duration of the Assignment:**

- 6.7 The Preliminary and Detailed design and Environmental and Social Impact Assessment (ESIA) assignment is expected to take approximately three (3) calendar months to complete. However, the Consultant will be responsible for carrying out revisions/improvements etc as advised by the approving bodies/authorities

The duration for the consultancy services for construction supervision is 15 months.

- 6.8 It is intended that the consultant will spend two weeks ahead of Works contract in establishing his office and doing the necessary preparatory work, twelve (12) months supervising the works contract and doing final measurement, final account, periodically handling defects liability issues and generally assist the Municipal Council in closing the project as far as the Works contract is concerned. The engagement shall be deemed to have started on execution of the Agreement for the services and shall terminate when the final inspection of the works at the completion of the defects liability period has been done and that the constructor has fulfilled all of his obligations.

**The Consultant's Staff**

- 6.9 The consultant's staff shall:
- (a) be available to move to the works site upon the commencement of the service contract; and
  - (b) accord officials from Municipal Council and the Ministry of Prime Minister's Office - Regional Administration and Local Government the opportunity to inspect the works and the related documentation.

## **Defects Liability Period**

- 6.10 The consultant shall supervise maintenance of the works (including the administrative aspects of the works) during the defects liability period. For purposes of fulfilling his obligations during the defects liability period, the consultant shall assign his personnel to carry out inspection of the works and send a team of his personnel on the final inspection, and subsequently prepare and issue the final certificate. During this period the consultant shall be expected to draw the attention of the contractor to any defects as soon as such defects are noticed and shall supervise the subsequent remedial works. As the liability period for the contract is 12 months, an inspection will be carried out in an interval of 4 months after completion of the total works and any deficiencies noted along the road and its remedial measures proposed to the contractor. Depending on the nature of deficiency, repair work will be carried out under the consultant's supervision. At the end of the 12 month liability period, a final inspection will be carried out. Inspection will be carried out under the supervision of the resident engineer who will prepare and sign the inspection report to be distributed to the contractor, and the Municipal Council.

## **Training**

- 6.11 The strengthening of the national capacities through transfer of knowledge and skills is one of the key concerns of the Government. The concern has been given a legal significance through Government Notice 137 following the enactment of the Public Procurement Act.

Municipal Council may assign up to 2 counterpart staff relevant to the assignment during execution of the services. The consultant will be required to augment the skills/knowledge of the seconded staff through specific training on the management and supervision of civil works so that municipal staff can manage and supervise works contracts assignments in the future without external professional support. The consultant shall organize and undertake theoretical and on-the-job training. The training will include, among others, all aspects of supervision of road works contracts; construction works scheduling, quality control of works, setting out and measurement, including preparation of as-built drawings and final report.

The seconded personnel will continue to be paid their monthly salaries by the Municipal Council.

## **REPORTING**

### **6.12 Inception Report**

This report shall give a brief description of the Consultant's establishment plan for the project, staffing, programme of executing the works and such remarks as deemed appropriate. These are to be submitted in 5 copies and should reach the Municipal Director 14 days after the effective date of the Contract.

### **6.13 Progress Report**

- (a) The Consultant shall prepare progress reports every month for the duration of the contract. These are to be submitted in 5 copies and should reach the Municipal Director not later

than 15 days after the end of the month being reported. One copy will be sent to the Project Coordinator – Urban Local Government Strengthening Programme – Dar es salaam.

- (b) The format and the content of the monthly progress reports shall be as agreed with Morogoro Municipal Council. They will include but not limited to the following:
- (i) Useful information regarding the implementation of the project allowing a technical and financial follow up of the project;
  - (ii) Mention of any changing follows up of the project;
  - (ii) Major changing of quantities compared to contractual Bill quantities;
  - (iv) Suggestions for resolution of any technical and other problems which occur and those affecting the progress of the works; (a separate section will be given to cover issues, problems and solutions)
  - (iii) Financial status of both construction and Supervision of the Works;
  - (vi) Progress charts including percentages of completion of individual main work items and overall project;
    - (i) Weather information and charts, and
    - (ii) Construction and supervision data

#### **6.14 Detailed Project Report**

When the implementation of the civil works contract reaches a value of 50% and 80% of the initial construction contract, the consultant shall prepare and submit a detailed progress report with updated cost of the civil works contract, implementation schedules and substantiate any request related to additional funding, needed for full completion of the project. The report shall be submitted in eight (5) copies to the Municipal Director.

#### **6.15 Final Construction Report**

- (i) The final completion and final account report shall be submitted in eight (5) copies and should reach The Municipal Director not later than one month after the substantial completion of construction works. One (1) copy will be sent to the Project Coordinator – Urban Local Government Strengthening Programme – Dar es Salaam. The report should enable Municipal Council in the future to know the type, quality and quantity of materials used and all information which together with the “as - built drawings” will help Municipal Council in the maintenance of the road.
- (ii) The report shall also include a summary of the principal difficulties encountered during construction and the means employed to overcome them, changes (if any) made in the original designs, modifications to specifications and conditions of contract, all variation orders, assessment of claims by the contractor, utilization of provisional and price variation

and physical contingencies sums, cumulative monthly payments to the contractor designated by date and number of payment certificate and break down into foreign and local currencies and including a similar payment schedule for supervision services. The details of the overall project costs (construction and supervision) with justification for any significant differences with the original shall be given in the final report.

- (iii) Upon issuance of the defects liability and the final payment certificate, the Consultant shall prepare within 30 days a project final report and submit eight (5) copies to Municipal Council. The report shall include a separate volume on proposed future maintenance activities for the road.

#### **6.16 Delays in Submission of Reports**

Failure to submit report whether at intermediate stages or overall on specified time periods may result to imposition of liquidated damages equal to 1/1000<sup>th</sup> (one thousandth) of contract value per each day of delay up to 15% (fifteen percent) of the said value.

### **7 PROPOSED PAYMENTS SCHEDULE TO THE CONSULTANT**

#### **7.1 Preliminary and Detailed design and Environmental and Social Impact Assessment (ESIA)**

- (a) Fifteen (15) per cent of the contract price shall be paid on signing the Contract upon submission of an acceptable Bank Guarantee for the Advance Payment.
- (b) Fifteen (15) per cent of the contract price shall be paid upon submission of an Inception Report acceptable to the Client.
- (c) Twenty (20) per cent of the contract price upon submission of Initial Draft Reports for the Assignment acceptable to the Client.
- (d) Thirty (30) percent of the contract price upon submission of the Final Draft Reports for the Assignment acceptable to the Client.
- (e) Twenty (20) percent of the contract price upon submission of the Final Reports for the Assignment acceptable to the Client.

7.2 The payment for construction supervision shall be time based as stipulated in GCC clause 51

7.3 The consultant shall build up the costs for carrying out the assignment using the forms provided in the Request for Proposal (RFP).

7.4 The Consultant shall allow under the reimbursable expenses provisional sums necessary to cover the cost related with the project supervision. Payment of all Provision sums shall be supported with relevant confirmation attachments.

## **8 OBLIGATIONS OF THE CLIENT**

- 8.1 The Client shall provide the Consultant with copies of the data and reports as available and considered relevant to the execution of the Consultant's services.
- 8.2 The Client shall facilitate liaison with other institutions in order to introduce the Consultant to them. The Consultant shall be fully responsible for collection of data and information from the agencies, and shall be responsible for any costs thereof.

## **9 ASSISTANCE TO THE CONSULTANT**

- 9.1 The Employer will assist the Consultant to:
- (i) Obtain formal consent from outside authorities or persons having rights or powers in connection with the works or the site thereof;
  - (ii) Obtain ministerial orders, sanctions, licenses and permits in connection with the works;
  - (iii) Register a non-Tanzanian firm and senior staff with the Engineers Registration Board. Any associated cost will be borne by the Consultant.

## **ANNEX 1: DETAILED TERMS OF REFERENCE FOR UNDERTAKING ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA)**

### **1.0 INTRODUCTION**

The detailed scope for undertaking Environmental and Social Impact Assessment is intended to guide the Consultant to address relevant environmental and social issues during the assessment process. Among others, the ESIA shall be conducted in accordance with the requirements of the National Environmental Impact Assessment and Audit regulations (2005). The Consultant shall do everything necessary to meet the objectives of the services and not less than the following tasks that should be undertaken during the Environmental and Social Impact Assessment. In the process of consultation (Scoping process) with relevant stakeholders like environmental authorities, the Consultant may further be required to finalize the Terms of Reference for the undertaking of ESIA according to the agreement with these stakeholders.

### **2.0 OBJECTIVE OF THE ASSIGNMENT**

The main objective of the consultancy services is to undertake Environmental Impact Assessment (EIA) for the rehabilitation/upgrading of Municipal roads (10.40km) to bitumen standard (Asphalt concrete). The EIA will address environmental and social impacts which may arise from the rehabilitation/upgrading of the proposed roads and provide a mitigation plan to prevent or minimize adverse impacts.

### **3.0 SCOPE OF WORK**

#### **TASK 3.1: PROJECT REGISTRATION AND PREPARATION OF PROJECT BRIEF**

Before undertaking the environmental and Social Impact assessment the consultant has to fill EIA Registration form and prepare project brief. The filled EIA registration form and project brief should be submitted at the Inception stage.

### **TASK 3.2: SCOPING**

The Consultant shall carry out scoping exercise and prepare Scoping Report. The Scoping Report should include the following:

- o Background of the project and objective of the assignment
- o Project description
- o An outline of how the scoping exercise was undertaken.
- o Identification of issues and problems
- o Synthesis of results of Scoping exercise (potential positive and negative impacts)
- o Project boundaries in terms of spatial, temporal and institutional aspects
- o Stakeholder's consultation. This will cover all levels of stakeholder identification, record their concerns and indicate how they were involved. This list of stakeholders consulted should be appended in the Scoping Report.

In the undertaking of scoping exercise, the Consultant has to refine the framework TOR given by the Client to cover environmental issues, which may emerge from the consultation during the scoping exercise. The Refined TOR should be appended to the Scoping report. The Scoping Report should be submitted with the Inception Report for review and be submitted to the National Environment Management Council for further review and approval.

### **TASK 3.3. UNDERTAKING OF ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT**

#### **Sub-Task (I): Introduction**

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

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

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

#### Background information:

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

#### Project activities

Description of project activities shall be based on phases of project life cycle i.e. mobilization or

pre-construction, construction, operation and maintenance, demobilization and decommissioning phases:

- o Mobilization or Pre-construction activities;

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

- o Construction activities;

Describe all associated activities during construction work such as extraction of raw materials and water; blasting; cut and fill; land clearance; soil and gravel compaction and levelling, demolition of structures along the road reserve; liquid and solid waste generation and disposal; etc.

- o Operation and maintenance activities;

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

- o Demobilization and decommissioning activities

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

#### Project Requirements:

Identify all types, sources and quantities of construction materials, equipments and chemicals required by the project. Source and quantities of water, energy, manpower (Staffing and support) and other facilities and services required in each phase of project life cycle;

*[Note: specify any other type of information relevant to the description of the project category.]*

Sub-Task (iii): Provide Baseline Condition or Description of the Environment

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

- (a) Physical environment: This shall cover geology; topography; soils; climate and meteorology; ambient air quality; surface and groundwater hydrology; existing sources of air emissions; existing water pollution discharges; and receiving water quality;
- (b) Biological environment: flora; fauna; rare or endangered species; ecologically

Important or sensitive habitats, including Game and Forest reserves, significant natural sites; species of commercial importance; and species with potential to become nuisances, vectors, or dangerous (of project site and potential area of influence of the project); and

- (c) Socio-cultural environment: population; land use; planned development activities; Community structure; employment; distribution of income, goods and services; recreation; public health; Gender issues and HIV/AIDS, cultural / historic properties; tribal peoples; and customs, aspirations, and attitudes to the project.

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

#### **Sub-Task (iv): Describe Legal, Policies and Administration Framework**

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

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

Policies, Regulations and Guidelines	Legislation
<ul style="list-style-type: none"> <li><input type="checkbox"/> Tanzania Wildlife Policy (1998);</li> <li><input type="checkbox"/> National Environmental Policy (1997);</li> <li><input type="checkbox"/> National Water Policy (2002);</li> <li><input type="checkbox"/> National Forestry Policy (1998)</li> <li><input type="checkbox"/> National Gender Policy (2002)</li> <li><input type="checkbox"/> National Transport Policy (2003)</li> <li><input type="checkbox"/> National Agriculture and Livestock Policy (1997)</li> <li><input type="checkbox"/> National Land Policy (1995)</li> <li><input type="checkbox"/> National Mineral Policy (1997)</li> <li><input type="checkbox"/> National Energy Policy (1992)</li> <li><input type="checkbox"/> National Human Settlement Development Policy (2000)</li> <li><input type="checkbox"/> National Policy on HIV/AIDS (2001)</li> <li><input type="checkbox"/> Construction Industry Policy (2003)</li> <li><input type="checkbox"/> National Policy for National Parks (1994)</li> </ul> <p><b>Regulations, Strategies and Guidelines:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental Impact Assessment and Audit Regulations (2005);</li> <li><input type="checkbox"/> Mining (Environmental management and Protection) Regulation (1999)</li> <li><input type="checkbox"/> Environmental Assessment and Management Guidelines in the Road Sector (2004);</li> <li><input type="checkbox"/> Land Regulation (2001); and</li> <li><input type="checkbox"/> National Strategy for Growth and Reduction of Poverty (NSGRP - MKUKUTA -2003)</li> <li><input type="checkbox"/> Environmental Code of Practice for Road Works (2009);</li> <li><input type="checkbox"/> Tanzania Development Vision 2025 (2000)</li> <li><input type="checkbox"/> Road Sector Compensation and Resettlement Guidelines (2009)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Road Act (2007);</li> <li><input type="checkbox"/> Environmental Management Act (2004);</li> <li><input type="checkbox"/> Railway Act No 4 (2002)</li> <li><input type="checkbox"/> Energy and Water Utilities Authority (EWURA) Act (2001)</li> <li><input type="checkbox"/> Water Resources Management Act No 11 of (2009),</li> <li><input type="checkbox"/> Beekeeping Act No. 15 (2002)</li> <li><input type="checkbox"/> Mining Act No. 14/10 (2010);</li> <li><input type="checkbox"/> Occupational Health and Safety Act (2003)</li> <li><input type="checkbox"/> HIV and AIDS (prevention and Control) Act No. 28/08 (2008)</li> <li><input type="checkbox"/> Wildlife Conservation Act (2009);</li> <li><input type="checkbox"/> Local Government Laws (Miscellaneous Amendments) Act (2006), No. 13/06;</li> <li><input type="checkbox"/> TANAPA Act (1959);</li> <li><input type="checkbox"/> Village and Urban Land Acts (1999);</li> <li><input type="checkbox"/> Land Act No. 2/04 (2004), amendment of the Land Act (1999);</li> <li><input type="checkbox"/> Forestry Act No. 14 (2002);</li> <li><input type="checkbox"/> Antiquities Act (1964), Rules 1999</li> <li><input type="checkbox"/> Tourism Act (2008)</li> <li><input type="checkbox"/> Employment and Labour Relations Act (2004) No. 6/04</li> <li><input type="checkbox"/> Explosives Act (2002)</li> <li><input type="checkbox"/> Urban Planning Act (2007)</li> <li><input type="checkbox"/> Land Use Planning Act (2007)</li> </ul>

Furthermore, the consultant shall clearly describe the linkage between the functions of the relevant Institutional or administrative frameworks in Tanzania and the proposed project undertakings;

**Sub-task (v): stakeholder consultations and public involvement.**

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

The consultant shall describe methodology applied during stakeholder consultations and public participation such as consultative meetings, household, focus groups interviews and other most appropriate methods to establish public views on the proposed project. At least one meeting with district/town/municipal council Environmental Committee shall be held to obtain their views on the project and its implication to the environment and social aspects.

Consultant shall propose public consultation programme during the EIA study and the most appropriate methods to establish public views should be used. The consultation process should be

open and transparent to ensure that the views of interested and affected parties are incorporated in the project design. A summary of issues and response in table form indicting sections, which address them, should be prepared.

There should be evidence in the EIS to the effect that there were stakeholders consultations at all levels. Photographs, minutes of the meetings, names and signatures of consulted people could be useful in this regard.

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

- o Ministry of Works Communication and Transport;
- o Ministry of Water
- o TANROADS
- o Ministry of Lands and Human Settlement Development
- o Local Government in the project area;
- o National Environment Management Council;
- o Division of Environment -Vice President's Office; and
- o Local Communities.
- o TANESCO
- o TTCL
- o Tanzania Railways Limited (TRL)

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

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

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

Various environmental and social criteria should be developed to select the best road alternatives.

#### **Sub-Task (vii): Impact Identification and Assessment**

The Consultant shall identify, analyze and assess environmental impacts of the proposed road works on natural resources, human beings and the ecosystems based on the phases of project life cycle i.e. mobilization or pre-construction phase, construction phase, operation phase and decommissioning and demobilization phase. Methods applied in impact identification and the criteria used in evaluating the levels of impacts significance of the proposed road works must be

specified.

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

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

livelihood. The consultant should identify the properties along the proposed road, which will be affected by the implementation of the road. The type and number of the properties to be affected should be indicated and be valued for compensation. Furthermore, the names and address of the properties' owners should be indicated. The consultant shall utilize the information from the valuer to address resettlement issues and develop Resettlement Action Plan.

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

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

The Consultant shall conduct a review of gender issues in the project area, the study shall include the road section influence to the lives of men, the elderly, women, children, and disabled so as to come up with a quantifiable analysis of the benefits which will accrue to them during and after the road construction.

### **Sub-Task (viii): Propose Impact Mitigation Measures**

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

One of the mitigation measures for the resettlement impact is compensation. The consultant is therefore required to conduct properties valuation for those properties to be affected by the project implementation to effect compensation.

The Consultant shall review the ongoing measures on HIV/AIDS awareness creation within the project area and propose for the mitigation measures. The proposal shall include a plan of action,

which will identify responsible key implementers, time frame and expected output.

The proposed mitigation measures and cost estimate shall be grouped in a separate Bills of Quantities (BOQ) for the project and should also include cost of supervision for the implementation of mitigation measures.

**Sub-Task (ix): Resource Evaluation or Cost Benefit Analysis.**

The Consultant shall undertake qualitative and quantitative analysis of costs and benefits to determine the viability of the proposed project on the environment, social and economic aspects. The Economic Internal Rate of Return (EIRR) and Net Present Value (NPV) of the project at recommended discount rate of 12% should be calculated and provide interpretation of the results.

**Sub-Task (x): Environmental and Social Management Plan (EMP)**

The Environmental Management Plan focuses on three generic areas: implementation of mitigation measures, institutional strengthening and training, and monitoring. The Consultant shall prepare Environmental and Social Management Plan, which will include proposed work programme, budget

estimates, schedules, staffing and training requirements and other necessary support services to implement the mitigation measures. Institutional arrangements required for implementing this management plan shall be indicated. The cost of implementing the monitoring and evaluation including staffing, training and institutional arrangements must be specified. Where monitoring and evaluation will require inter-agency collaboration, this should be indicated.

Identify institutional needs to implement environmental assessment recommendations. Review the authority and capability of institutions at local, regional, and national levels and recommend how to strengthen the capacity to implement the environmental management and monitoring plans. The recommendations may cover such diverse topics as new laws and regulations, new agencies or agency functions, inter-sectoral arrangements, management procedures and training, staffing, operation and maintenance training, budgeting, and financial support.

EMP should specify impact mitigation plan and environmental monitoring plan requirement. Inject costs, responsibility and time frame for mitigating each impact and monitoring of each environmental parameter. Impact Mitigation plan and monitoring plan should be based on the project phases i.e. mobilization or Pre-construction, Construction, Operation, Demobilization and Decommissioning phase. Prepare Resettlement Action Plan (RAP) to be implemented in accordance with the National Land Act No 4 and 5 of 1999 (revised in 2004). All properties likely to be affected by the road project should be evaluated for compensation arrangements.

**TASK 3.4:  
REPORTING**

Notwithstanding the above requirements, the contents and the structure of the Environmental and social Impact Assessment Report should be in accordance with the Environmental Impact Assessment and Audit Regulations of 2005. It is recommended that the Environmental Impact Assessment report closely contain the followings:

- o The Report shall be presented as per format stipulated in Regulation 18 (2);
- o The Executive Summary of the report should reflect the Regulation 18 (3) requirements;
- o The Non-Technical Executive Summary should be a brief stand-alone document both in

Kiswahili and English languages starting with the main findings, conclusions and recommendations as required by Regulation 19 (2).

- o The cover page to indicate the names and address of the Client, EIA Consultant and the Reviewer (NEMC)

It is recommended that the Environmental and Social Impact assessment report closely contain the followings:

Chapters:

- o Introduction
- o Project Background and Description
- o Policy, Legal and Administrative Framework
- o Baseline or existing environmental Conditions
- o Stakeholders Consultations and Public Participation
- o Project alternatives
- o Identification and analysis of Impacts
- o Mitigation Measures
- o Resources Evaluation or Cost Benefit analysis
- o Environmental and Social Management Plan
- o Action Plan for Management of impacts
- o Environmental Monitoring Plan
- o Action plan for Auditing
- o Contingency Plan
- o Decommissioning/demobilization Plan
- o Summary and Conclusions
- o References
- o Appendices

#### **4. STAFFING**

The Consultant team should include professional staff as indicated in **Para 4.2** of the Main TOR and any other qualified technical or support staff as and when required.

**SECTION 7: UNDERTAKING BY CONSULTANT ON ANTI – BRIBERY POLICY /  
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

**MEMORANDU  
M**

**GOVERNMENT OF THE UNITED REPUBLIC OF  
TANZANIA**

I \_\_\_\_\_ (*name of Consultant*) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. I am pleased to confirm that I will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with my proposal, or in the subsequent performance of the contract if I am successful.

I have an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that I comply to the No-bribery commitment given in this statement, as well as by all third parties working with me on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of the Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

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

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

## Annex 1 to the RFP: Detailed Evaluation criteria

In applying the above criteria and sub-criteria, the Evaluation Committee shall take into consideration the specific requirements, which are stated in the RFP as follows:

**a) *Understanding of the Terms of Reference. (5 points)***

Under this sub-criterion, a subjective assessment of the firm's understanding of the TOR will be made from the firm's comments or suggestions on the terms of reference and on the counterpart staff and facilities to be provided by the Client.

**b) Overall Quality of the offer, quality of work plan and Methodology (25 points)**

**(i) *Technical approach and methodology* [15 pts]**

Under this sub-criterion, a review of the presented methodology will be made to assess incorporation of the requirements of the TOR. The extent to which the technical methodology is found to address the various tasks stipulated in the TOR will be evaluated and scored accordingly.

**(ii) *Work Plan* [05 pts]**

Under this sub-criterion, the work plan presented by the Consultant shall be reviewed to confirm that it reflects the approach and the activities described in the methodology and whether it is in conformity with the time frame specified in the RFP.

**(iii) *Organization and staffing* [05 pts]**

The proposed project organization chart and staffing schedule shall be analysed to establish whether the Consultant has provided adequate human resources to manage and execute the project and that the organization reflects an efficient setup of undertaking the assignment.

The time schedule for the key staff shall be evaluated against the key staff input estimated in the RFP. A major discrepancy between the estimated staff input contained in the RFP and that proposed by the firm shall be treated as a deviation from the TOR and shall be scored unfavourably. However, where the firm have provided a justification for the discrepancy in staff input, the justification shall be assessed and judged accordingly.

**c) Qualifications of experts and experience in the field of assignment (60 points)**

**I. Senior Highway Engineer (Team Leader)**

- Must be a registered professional Civil Engineer.*
- A degree in Civil Engineering or equivalent qualification and postgraduate qualification in Highway Engineering - 30 points. (A degree in Civil Engineering or equivalent to score 80% and postgraduate qualification in Highway Engineering or above to

score 100%);

- Cumulative experience related to road studies and designs - 25 points (*10 years to score 80% and 15 years or more to score 100%; else pro-rata*).
- Experience in similar capacity – 35 points (*at least 3 projects of similar magnitude and complexity in the last 10 years to score 80% and 5 projects or more to score 100%; else pro-rata*).
- Experience in Sub-Sahara Africa - 5 points (*experience of 3 years to score 80% or more to score 100%*).
- Proficiency in written and spoken English - 5 points.

## 2. Highway Engineer

- Must be a registered professional Civil Engineer.*
- A degree in Civil Engineering or equivalent qualification and postgraduate qualification in Highway Engineering - 30 points. (*A degree in Civil Engineering or equivalent to score 80% and postgraduate qualification in Highway Engineering or above to score 100%*);
- Cumulative experience related to road studies and designs - 25 points (*8 years to score 80% and 12 years or more to score 100%; else pro-rata*).
- Experience in similar capacity – 35 points (*at least 2 projects of similar magnitude and complexity in the last 10 years to score 80% and 5 projects or more to score 100%; else pro-rata*).
- Experience in Sub-Sahara Africa - 5 points (*experience of 3 years to score 80% or more to score 100%*).
- Proficiency in written and spoken English - 5 points.

## 3. Materials Engineer

- Must be a registered professional Civil Engineer.*
- A degree in Civil Engineering or equivalent qualification and postgraduate qualification in Geotechnical or Pavement Engineering - 30 points. (*A degree in Civil Engineering or equivalent to score 80% and postgraduate qualification in Geotechnical or Pavement Engineering or above to score 100%*);
- Cumulative experience in pavement evaluation, materials testing, soils investigation and pavement design - 25 points (*8 years to score 80% and 12 years or more to score 100%; else pro-rata*)

- Experience in similar capacity – 35 points (*at least 2 road projects of similar magnitude and complexity in the last 10 years to score 80% and 5 projects or more to score 100%; else pro- rata*).
- Experience in Sub-Sahara Africa - 5 points (*experience of 3 years or more to score 100%*).
- Proficiency in written and spoken English - 5 points.

#### **4. Drainage Engineer**

- Must be a registered professional Civil Engineer.*
- A degree in Civil Engineering or equivalent qualification and postgraduate qualification in Drainage Engineering - 30 points. (*A degree in Civil Engineering or equivalent to score 80% and postgraduate qualification in Bridge Engineering or above to score 100%*);
- Cumulative experience in Bridge Construction Supervision - 25 points (*8 years to score 80% and 12 years or more to score 100%; else pro-rata*).
- Experience in similar capacity – 35 points (*at least 2 bridge construction projects of similar nature and magnitude in the last 10 years to score 80% and 5 projects or more to score 100%; else pro-rata*).
- Experience in Sub-Sahara Africa - 5 points (*experience of 3 years or more to score 100%*).
- Proficiency in written and spoken English - 5 points.

#### **5. Topographic Surveyor**

- Must be a registered with professional body;*
- A diploma in Land Surveying or equivalent qualification and postgraduate qualification in Surveying - 30 points. (*A diploma in Land Surveying or equivalent to score 80% and postgraduate qualification in Surveying or above to score 100%*);
- Cumulative experience related to land surveying activities - 25 points (*6 years to score 80% and 10 years or more to score*

100%; else pro-rata).

- Experience in similar capacity as Topographical Surveyor – 35 points (at least 2 projects of similar magnitude and complexity in the last 10 years to score 80% and 4 projects or more to score 100%; else pro-rata).
- Experience in Sub-Sahara Africa - 5 points (experience of 3 years or more to score 100%).
- Proficiency in written and spoken English - 5 points.

#### **6. Hydrologist**

- A degree in Applied Science or Civil Engineering or an equivalent qualification and postgraduate qualification in Hydrology/Hydraulics Engineering - 30 points. (A degree in Applied Science or Civil Engineering or an equivalent to score 80% and postgraduate qualification in Hydrology/Hydraulics Engineering or above to score 100%);
- Cumulative experience related to water/flood management schemes - 25 points (6 years to score 80% and 10 years or more to score 100%; else pro-rata).
- Experience in similar capacity – 35 points (at least 2 road projects of similar magnitude and complexity in the last 10 years to score 80% and 5 projects or more to score 100%; else pro-rata).
- Experience in Sub-Sahara Africa - 5 points (experience of 3 years or more to score 100%).
- Proficiency in written and spoken English - 5 points.

#### **7. Environmentalist**

- Must be a registered with professional body;
- Degree in Environment Management or related discipline - 30 points;
- Cumulative experience in doing EIA in projects of similar nature in the last 10 years – 60 points (2 projects to score 80% and 4 projects or more to score 100%, else pro-rata);
- Experience in Sub Sahara Africa - 5 points (3 years or more to score 100%);
- Proficiency in written and spoken English and Swahili - 5 points.

#### **8. Sociologist**

- A degree in Social Science or related disciplines and postgraduate qualification in Social Science - 30 points. (A degree in Social Science or related disciplines to score 80% and postgraduate qualification in Social Science or above to score 100%);
- Working experience in doing SIA in road development projects in the last 10 years – 60 points (2 projects to score 80% and 4

	<p><i>projects or more to score 100%, else pro-rata);</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Experience in Sub Sahara Africa - 5 points (<i>3 years or more to score 100%);</i></li> <li><input type="checkbox"/> Proficiency in written and spoken English and Swahili - 5 points.</li> </ul> <p><b>9. Valuer</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <i>Must be a registered with professional body;</i></li> <li><input type="checkbox"/> A degree in Land Management and Valuation or equivalent qualification and postgraduate qualification in Land Management and Valuation - 30 points. (<i>A degree in Land Management and Valuation or equivalent qualification to score 80% and postgraduate qualification in Land Management and Valuation or above to score 100%);</i></li> <li><input type="checkbox"/> Working experience in doing valuation in development projects in the last 10 years – 60 points (<i>2 projects to score 80% and 4 projects or more to score 100%, else pro-rata);</i></li> <li><input type="checkbox"/> Experience in Sub Sahara Africa - 5 points (<i>3 years or more to score 100%);</i></li> <li><input type="checkbox"/> Proficiency in written and spoken English and Swahili - 5 points.</li> </ul> <p><b>d) Inclusion of National Experts (10 points)</b></p> <p>Participation by the qualified nationals among proposed key staff shall be assessed as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 3 or more key personnel to score 10.0 points</li> <li><input type="checkbox"/> 2 key personnel to score 5.0 points</li> <li><input type="checkbox"/> 1 key personnel to score 2.0 points</li> </ul>