



**THE UNITED REPUBLIC OF TANZANIA**  
**MINISTRY OF FINANCE AND PLANNING**  
**PUBLIC PROCUREMENT REGULATORY AUTHORITY**



## **Standard Request for Proposal for Selection of Consultants**

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Lumpsum Contracts

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TANZANIA

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## Preface

Procurement for Consultancy Services under public financed projects is carried out in accordance with procedures laid down in the Public Procurement Act Cap. 410 and the Public Procurement Regulations, 2013.

This Standard Request for Proposal (RFP) has been prepared by the Public Procurement Regulatory Authority (PPRA) in collaboration with Office of Attorney General (OAG) and other professional bodies for use by Procuring Entities (PEs) in the for Selection and Employment of Consultants for Lump Sum Contracts through National and International Competitive Selection (NCS & ICS) and other appropriate procedures.

The procedures and practices presented in this document have been developed through broad national and international experience, and are mandatory for use in public projects that are financed in whole or in part by Government funds in accordance with the provisions of the Public Procurement Act. Cap. 410 and the Public Procurement Regulations, 2013.

This Standard Request for Proposal Document is applicable for lump sum based contracts for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined, the Consultant provides services on a quality basis according to Terms of Reference (TOR), and Consultant's remuneration is based on output as the Client agrees to pay the Consultant according to a schedule of payments (lump-sum) linked - to the delivery of certain outputs, usually reports

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**List of Abbreviations**

AQRB	Architects and Quantity Surveyors Registration Board
Cap	Chapter
(ERB	Engineers Registration Board
ES	Environmental and Social
FY	Financial Year
GCC	General Conditions of Contract
ICS	International Competitive Selection
IFP	Invitation for Pre-qualification
ITC	Instruction to Consultants
JV	Joint Venture
LOI	Letter of Invitation
NCC	National Construction Council
NCS	National Competitive Selection
OAG	Office of Attorney General
PDS	Proposal Data Sheet
PE	Procuring Entity
PPAA	Public Procurement Appeals Authority
PPRA	Public Procurement Regulatory Authority
RFP	Request for Proposal
SCC	Special Conditions of Contract
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
SPD	Standard Prequalification Document
SRFP	Standard Request for Proposal
TANePS	Tanzania National e-Procurement System
TOR	Terms of Reference

## Guidance Notes on the Use of the Standard Request for Proposal

These guidance notes have been prepared by the Public Procurement Regulatory Authority (PPRA) to assist Procuring Entities (PEs) and Consultants to understand the content and the provisions of the Standard Request for Proposal (SRFP) – Lumpsum Contracts, for the Selection of Consultants. The PE should also refer to Public Procurement Act Cap. 410, and the Public Procurement Regulations, 2013. The use of SRFP applies either when an Expression of Interest or Pre-qualification has taken place. This document shall be used when a PE wishes to select a Consultant for assignments for which remuneration is being determined on the basis of a lump-sum amount to be paid to the Consultant for carrying out the services.

The lump-sum based contracts are recommended to be used mainly for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined, the Consultant provides services on a quality basis according to Terms of Reference (TOR), and Consultant's remuneration is based on output as the Client agrees to pay the Consultant according to a schedule of payments (lump-sum) linked to the delivery of certain outputs, usually reports, etc. A major advantage of the lump-sum contract is the simplicity of its administration, the Client needs only to be satisfied with the output without monitoring the staff inputs.

The SRFP is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Tanzania. The SRFP has two parts and 11 Sections. Part One is on Selection Procedures and Procuring Entity's Requirements while Part Two is on Conditions of Contract and Contract Forms. Section 2 (Information to Consultants) and Section 8 (General Conditions of Contract) must not be altered or modified under any circumstances. The way in which a PE addresses its specific needs is through the information provided in Section 3- Proposal Data Sheet (PDS) and Section 9- Special Conditions of Contract (SCC) as well as in the detailed requirements of the procurement in Section 7-Terms of Reference (TOR).

The Letter of Invitation (LOI) indicates the names of the short-listed Consultants, the method to be followed for selection of the Consultant, the documents included in the RFP, a short description of the Objectives and Scope of the assignment and invites the short-listed Consultants to submit a proposal.

The SRFP, when properly completed will provide all the information that a Consultant needs in order to prepare and submit a proposal. This should provide a sound basis on which a PE can fairly, transparently and accurately carry out an evaluation process on the proposals submitted by the Consultants.

Parts and Sections of the SRFP and how a PE should use these when preparing a particular Request for Proposal for procurement of Consultancy Services are described hereunder.

### **PART I – SELECTION PROCEDURES AND PROCURING ENTITY'S REQUIREMENTS**

#### **Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the PE addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines that govern the selection and award process.

## **Section 2: Instructions to Consultants (ITC)**

This Section provides information to help shortlisted consultants prepare their proposals. It provides information on constituent of the proposal document, preparation and submission of tenders, opening and evaluation of tenders, the award of contract and on submitting complaints regarding the tendering process..

The section contains provisions that are to be used without modifications.

The Instructions to Consultants will not be part of the Contract and will cease to have effect once the Contract is signed.

## **Section 3: Proposal Data Sheet (PDS)**

This Section includes provisions that are specific to each selection and supplements information that is provided in the Instructions to Consultants.

Amendments, if any, to the **ITC** should be made through the PDS. If duplication of a subject is inevitable in the different sections of the document, care must be exercised to avoid contradiction between clauses dealing with the same matter. All italicized spaces in the TDS should be filled out by the PE prior to issuance of the request for proposal documents. **No entry should be made in the PDS if it is not cross referenced in the ITC.**

## **Section 4: Technical Proposal – Standard Forms**

This Section includes the forms for Technical Proposal that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2- Instruction to Consultants and Section 3- Proposal Data Sheet.

It provides the standard format that permits the requested information to be presented in a clear, precise manner and allows the PE to understand and evaluate the submitted proposals in accordance with the established criteria. The completed forms will indicate details of the Consultant's organization and experience, methodology, work plan, work schedule, team composition and task assignments, and staffing schedule.

This section also contains the undertaking to be made by each Tenderer on anti-bribery policy/code of conduct and compliance program.

## **Section 5: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2 and 3. The completed forms will indicate details of the breakdown of remuneration for staff and reimbursable expenses

## **Section 6: Eligible Countries**

This Section contains information regarding eligible countries.

## **Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information. It provides details on the required qualifications of the key experts; and lists the expected deliverables. **It** lists the

services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys); it also clearly defines the PE's and Consultants' respective responsibilities. **This Section shall not be used to over-write provisions in Section 2 [Instruction to Consultants] and Section 3 [Proposal Data Sheet].**

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 8: General Conditions of Contract (GCC)**

This Section provides the General Conditions of Contract that will apply to the Contract for which the RFP is issued. **The text of the clauses in this section shall not be modified.**

### **Section 9: Special Conditions of Contract (SCC)**

The Section provides clauses specific to the particular Contract that modify or supplement Section 9: General Conditions of Contract. **No entry should be made in the SCC if it is not cross referenced in the GCC.**

### **Section 10: Forms of Contract**

This Section contains Forms of Contract, which, once completed and signed by the PE and the Consultant incorporates any corrections or modifications to the accepted Proposal relating to amendments permitted by the Information to Consultants, the General Conditions of Contract, and the Special Conditions of Contract

### **Section 11: Appendices**

The Appendices to the formal Contract include a description of the Services, the reporting requirements, details of key personnel and sub-Consultants, a breakdown of the Contract Price and services and facilities to be provided by the PE and performance guarantee.

## PART I – SELECTION PROCEDURES AND REQUIREMENTS

## SECTION 1: LETTER OF INVITATION (LOI)

**[Insert Name of PE]**

**[Insert logo]**

**Proposal No: .....**

**For**

**[Insert title or brief description of the consulting services]**

**Request for Proposal(s) (RFP)**

**Date: .....**

1. The Government of the United Republic of Tanzania has set aside funds for the operation of the *[insert the name of the PE]* during the financial year *[insert the year under financing]*. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the *[insert the name of the contract]*

or

The *[insert name of PE]* has received/has applied for/intends to apply for a *[loan/credit/grant]* from the *[name of financing institution]* towards the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan/credit/grant]* to cover eligible payments under the contract for *[insert name/no. of contract / grant]*<sup>1</sup>.

2. The *[insert name of PE]* now invites proposals to provide the following consulting services: *[insert name of consulting services assignment]*. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following short-listed Consultants: *[insert: List of Short-listed Consultants]*

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

4. A firm will be selected under *[insert: Selection Method]* and procedures described in this RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:

Section 2: Instructions to Consultants (ITC)  
Section 3: Proposal Data Sheet (**PDS**)  
Section 4: Technical Proposal – Standard Forms  
Section 5: Financial Proposal – Standard Forms  
Section 6: Eligible Countries

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<sup>1</sup>*[Insert if applicable].*

Section 7: Terms of Reference  
Section 8: General Conditions of Contract (**GCC**)  
Section 9: Special Conditions of Contract (SCC)  
Section 10: Forms of Contract  
Section 11: Appendices

6. Consultants are required to register on TANePS and pay tender participation fee as indicated in the TANePS to be able to participate in this selection process.
7. Please inform the Procuring Entity through TANePS, upon receipt of this LOI:
  - a) that you received the Letter of Invitation; and
  - b) whether you will submit a proposal alone or in association.
8. Details on the proposal's submission date, time and address are provided in Clauses 27 [Proposal Submission] and 28 [Proposal Submission Deadline] of the ITC.

Yours sincerely,

*[Insert the title of the Accounting Officer and address of the PE]*

## SECTION 2: INSTRUCTIONS TO CONSULTANTS

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<b>A. General</b>		
1. Scope of Proposal, Selection Method and Interpretation	1.1	The Procuring Entity, as indicated in the Proposal Data Sheet ( <b>PDS</b> ), issues this Request for Proposal (RFP) for the provision of Consulting Services as specified in the <b>PDS</b> and described in detail in Section 7 [Terms of Reference] in accordance with the method of selection specified in the <b>PDS</b> .
	1.2	Only the short-listed Consultants indicated in the Letter of Invitation are to submit a Proposal for the provision of Consulting Services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.3	The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the <b>PDS</b> . When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before work begins on the next phase.
	1.4	<p>Throughout this RFP:</p> <ul style="list-style-type: none"> <li>(a) the term <b>"in writing"</b> means communicated in written form with proof of receipt;</li> <li>(b) if the context so requires, singular means plural and vice versa;</li> <li>(c) <b>"Act"</b> means the Public Procurement Act, Cap 410.</li> <li>(d) <b>"Affiliate(s)"</b> means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li> <li>(e) <b>"Applicable Law"</b> means the laws of Tanzania, or any other laws as may be specified in the <b>PDS</b>.</li> <li>(f) <b>"Authority"</b> means Public Procurement Regulatory Authority.</li> <li>(g) <b>"Client"</b> means the Procuring Entity (PE) that signs the Contract for the Services with the selected Consultant.</li> <li>(h) <b>"Consultant"</b> means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</li> <li>(i) <b>"Contract"</b> means a legally binding written agreement signed between the PE and the Consultant and includes all the attached documents listed in its Clause 1, the General Conditions of Contract (<b>GCC</b>), the Special Conditions of Contract (<b>SCC</b>), and the Appendices.</li> <li>(j) <b>"Day"</b> means a calendar day.</li> </ul>

		<p>(k) <b>“ES”</b> means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).</p> <p>(l) <b>“Experts”</b> means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(m) <b>“Joint Venture (JV)”</b> means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the <b>JV</b>, and where the members of the <b>JV</b> are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(n) <b>“Key Expert(s)”</b> means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(o) <b>“ITC”</b> (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(p) <b>“JVCA”</b> means a joint venture, consortium, or association</p> <p>(q) <b>“LOI”</b> (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(r) <b>“Non-Key Expert(s)”</b> means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(s) <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(t) <b>“Proposal Data Sheet (PDS)”</b> means an integral part of the Instructions to Consultants (ITC) Section 3 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(u) <b>“RFP”</b> means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(v) <b>“Services”</b> means the work to be performed by the Consultant pursuant to the Contract.</p>
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		<p>(w) <b>Sexual Exploitation and Abuse</b> “(SEA)”<sup>2*</sup> means the following:</p> <p><b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> <p>(x) <b>“Sexual Harassment” “(SH)”</b>* is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.</p> <p>(y) <b>“SRFP”</b> means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(z) <b>“Sub-consultant”</b> means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(aa) <b>“TORs”</b> (Section 7 of the SRFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Source of Funds	2.1	The PE has allocated public funds as indicated in the <b>PDS</b> and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
	2.2	For the purpose of this provision, “public funds” means monetary resources appropriated to PEs as defined in the Public Procurement Act, Cap 410.
	2.3	Payments by the development partner, if so indicated in the <b>PDS</b> , will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

<sup>2</sup> \*In the context of supervision of infrastructure contracts (such as Works or Plant) and other consulting services where the social risks are substantial or high, a non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 4 [Technical Proposal – Standard Forms].

<p>3. Corrupt, Fraudulent, Collusive or Coercive Practices</p>	<p>3.1</p>	<p>The Government requires that PE, as well as Consultants, to observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.</p>
	<p>3.2</p>	<p>In pursuance of this requirement, the PE shall</p> <ul style="list-style-type: none"> <li>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and</li> <li>(b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings under public fund;</li> </ul> <p>if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, obstructive, collusive, coercive practices in competing for, or in executing, a contract under public fund.</p>
	<p>3.3</p>	<p>Should any corrupt, fraudulent, obstructive, or coercive practices of any kind referred to in ITC 3.4 come to the knowledge of the PE, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the PE related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.</p>
	<p>3.4</p>	<p>The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(a) “corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</li> <li>(b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among consultants, prior to or after submission designed to establish prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;</li> <li>(c) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act;</li> <li>(d) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of</li> </ul>

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

		<p>company or Consultant involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>(d) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>(e) the person or Consultant is debarred and blacklisted in accordance with Public Procurement Act from participating in public procurement for corrupt, coercive, fraudulent, collusive or obstructive practices, breach of a procurement contract, failure to abide with Bid Securing Declaration and making false representation about his qualifications during selection proceeding or other grounds as may be deemed necessary by the Authority;</p> <p>(f) Company or Consultant is found guilty of serious misrepresentation with regard to information required for participation to submit proposals; or</p> <p>(g) the Consultant is from an ineligible country as specified under Section VI [<b><i>Ineligible countries</i></b>] of this tendering document..</p>
	4.6	The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
	4.7	Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the PE he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.
	4.8	Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of the PE, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
5. Conflict of Interest	5.1	<p><u>General</u></p> <p>The Consultant (including any of his affiliates/associates), in reference to the requirements that the Consultant provides professional and objective advice and at all times hold the PE's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in ITC 5.2 to 5.4 below. "COI" shall mean a situation in which a Consultant provides biased professional advice to a PE in order to obtain from that PE an</p>

		undue benefit for himself or affiliate(s)/associate(s).
	5.2	<p><u><i>Conflicting Activities</i></u></p> <p>A firm that has been engaged by the PE to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
	5.3	<p><u><i>Conflicting Assignments</i></u></p> <p>A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another PE. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a PE in the privatization of public assets shall not purchase, nor advise PEs of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.</p>
	5.4	<p><u><i>Conflicting Relationships</i></u></p> <p>A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the PE's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.</p>
	5.5	<p><u><i>Unfair Competitive Advantage</i></u></p> <p>Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the PE shall indicate in the <b>PDS</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
6. Eligible Services	6.1	All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their

		origin in countries other than those specified in the <b>PDS</b> .
7. Site Visit	7.1	The Consultant, at the Consultant's own responsibility, cost and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for Provision of Services.
	7.2	The Consultant should ensure that the PE is advised of the visit in adequate time to allow it to make appropriate arrangements.
	7.3	If specified in <b>PDS</b> , the Consultant's designated representative is invited to attend a site visit which, if convened, will take place at a place and on the date and time specified in the <b>PDS</b> . Unless specified in the <b>PDS</b> , non- attendance at the site visit will not be a cause for disqualification of a Consultant.
<b>B. Request for Proposal</b>		
8. RFP Sections	8.1	In addition to the Letter of Invitation, the RFP includes the following documents:  <b>PART 1 SELECTION PROCEDURE AND PROCURING ENTITY'S REQUIREMENTS</b> Section 2: Instructions to Consultants (ITC) Section 3: Proposal Data Sheet ( <b>PDS</b> ) Section 4: Technical Proposal – Standard Forms Section 5: Financial Proposal – Standard Forms Section 6: Eligible Countries Section 7: Terms of Reference (TOR)  <b>PART 2: CONDITIONS OF CONTRACT AND CONTRACT FORMS</b> Section 8: General Conditions of Contract ( <b>GCC</b> ) Section 9: Special Conditions of Contract (SCC) Section 10: Contract Forms Section 11: Appendices
	8.2	The PE is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the TANePS.
	8.3	The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.
9. RFP Clarification	9.1	A prospective Consultant requiring any clarification of the RFP may notify the PE through TANePS not later than seven (7) days prior to the deadline for submission of Proposals.
	9.2	The PE shall within three (3) working days after receiving the request for clarification respond and publish through TANePS provided that such request is received within time prescribed in ICT 9.1. The response shall include a description of the enquiry but without identifying its source.

	9.3	Should the PE deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT 11 [RFP Amendment].
10. Pre-proposal meeting.	10.1	To clarify issues and to answer questions on any matter arising in the RFP, the PE may, if stated in the <b>PDS</b> , invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the <b>PDS</b> . The Consultant is encouraged to attend the meeting if it is held.
	10.2	The Consultant may submit any questions if any through TANEPS to reach the PE before the pre-proposal meeting. PE may respond to questions during the meeting, however, all questions raised and their responses will be transmitted in accordance with ITC 10.3.
	10.3	Minutes of the pre-proposal meeting, if applicable, including questions raised by the Consultants without identifying the source and the responses given, together with any responses prepared after the meeting will be transmitted within three (3) working days to all short-listed Consultants through TANEPS.
11. RFP Amendment	11.1	Any modification to the RFP Sections listed in ITC 8 [RFP Sections] that may become necessary as a result of the pre-Proposal meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to this clause and not through the minutes of the Pre-Proposal meeting.
	11.2	At any time prior to the deadline for submission of Proposals, the PE, for any reason on its own initiative or in response to a clarification request from a Consultant, may amend the RFP by issuing an addendum.
	11.3	Any addendum including the notice of any extension of the deadline issued shall be the part of the RFP and shall be communicated through TANEPS to all the short-listed Consultants.
	11.4	In order to allow prospective Consultants reasonable time to take an addendum into account in preparing their Proposals, the PE at its discretion may extend the deadline for the submission of Proposals, pursuant to ITC 28 [Proposal Submission Deadline].
	11.5	Where PE decides to extend the submission date, the notice of any extension of the deadline shall be given promptly through TANEPS to Consultants to which the PE issued the RFP.
<b>C. Proposal Preparation</b>		
12. Only one Proposal	12.1	A short listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. This does not, however, preclude a sub-consultant, or the Consultant's Staff from participating as Key Experts and Non-

		Key Experts in more than one proposal when circumstances justify and if stated in <b>the PDS</b> .
13. Costs of Preparation of Proposal	13.1	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process
14. Proposal: Language	14.1	The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the <b>PDS</b> . Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or language specified in the <b>PDS</b> , in which case, for purposes of interpretation of the Proposal, such translation shall govern.
	14.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation
15. Proposal: Documents	15.1	The Proposal prepared by the Consultant shall comprise the following: <ul style="list-style-type: none"> <li>(a) Technical Proposal;</li> <li>(b) Financial Proposal;</li> <li>(c) Documentary evidence establishing the Consultant's eligibility; and</li> <li>(d) Post-qualification Information; and</li> <li>(e) Any other document required as stated in the <b>PDS</b>.</li> </ul>
16. Proposal: Preparation	16.1	In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
	16.2	The Consultant shall prepare the Technical Proposal in accordance with ITC 17 [Technical Proposal Preparation] and ITC 18 [Technical Proposal: Format and Content] using the forms furnished in Section 4: Technical Proposal; Standard Forms.
	16.3	The Consultant shall prepare the Financial Proposal in accordance with ITC 19 [Financial Proposal Format and Content] and using the forms furnished in Section 5: Financial Proposal; Standard Forms.
	16.4	All the forms mentioned in ITC 18 [Technical Proposal: Format and Content] and ITC 19 [Financial Proposal Format and Content] shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be

		rejected as being incomplete.
17. Technical Proposal Preparation	17.1	While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC 17.2 to 17.7 inclusive.
	17.2	If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short-listed Consultants at the time of submission of a proposal is not permitted, and the PE shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the PE, which must be obtained prior to the submission of a proposal. A short-listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the PE. For such cases, the Proposal shall be submitted in the name of the short-listed Consultant. For such sub-consultancy (etc.), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc.) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.
	17.3	For Quality and Cost Based Selection (QCBS) or Least Cost Selection (LCS) based assignments, the estimated number of Professional staff-months is indicated in the <b>PDS</b> ; however, the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.
	17.4	For Selection under a Fixed Budget (FBS), the available budget is given in the <b>PDS</b> , and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
	17.5	Proposed professional staff shall have at least the qualification experience indicated in the <b>PDS</b> , preferably working under conditions similar to Tanzania. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.
	17.6	Alternative experts shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. The CV of the key staff shall be signed by the CV holder and an authorized official of the Consultant.
18. Technical Proposal: Format and	18.1	The Technical Proposal shall provide the following information using the Technical Proposal Standard Forms (Section 4):

<p>Content</p>		<p>(a) <b>TECH-1:</b> Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:</p> <p>(b) <b>TECH-2:</b> giving a brief description of the Consultant’s organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the PE as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the PE.</p> <p>(c) <b>TECH-3:</b> indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the PE.</p> <p>(d) <b>TECH-4:</b> indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule and Planning for deliverables (<b>Form TECH-5</b>) and should be in the form of a bar chart showing the timing proposed for each activity.</p> <p>(e) <b>TECH-5:</b> Work Schedule and Planning for Deliverables</p> <p>(f) <b>TECH-6:</b> Team Composition- list of proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks. Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.</p> <p>(g) <b>TECH-7:</b> being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.</p> <p>(h) <b>TECH- 8:</b> being the Code of Conduct of Experts (ES) Form.</p>
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		<ul style="list-style-type: none"> <li>(i) <b>TECH-9:</b> being the Proposal Securing Declaration.</li> <li>(j) <b>TECH-10:</b> being the Standard Form for Power of Attorney.</li> <li>(k) <b>TECH-11:</b> being the Anti-bribery Pledge.</li> <li>(l) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the <b>PDS</b>; specifies training as a major component of the assignment.</li> <li>(m) Any additional information that might be requested in the <b>PDS</b>;</li> </ul>
	18.2	The Technical Proposal shall not include any financial information.
19. Financial Proposal Format and Content	19.1	<p>The Financial Proposal shall provide the following information using the Financial Proposal - Standard Forms (Section 5):</p> <ul style="list-style-type: none"> <li>(a) <b>FIN-1:</b> 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.</li> <li>(b) <b>FIN-2:</b> being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;</li> <li>(c) <b>FIN-3:</b> being the breakdown of costs against staff remuneration;</li> <li>(d) <b>FIN-4:</b> being the breakdown of costs against reimbursable expenses. A sample list is provided in the <b>PDS</b>;</li> <li>(e) <b>FIN-5:</b> 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.</li> </ul> <p>If appropriate, all these costs should be broken down by activity.</p>
20. Taxes	20.1	The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The PE will state in <b>the PDS</b> if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
21. PE Inputs	21.1	<p>The PE shall:</p> <ul style="list-style-type: none"> <li>(a) provide at no cost to the Consultant the inputs and facilities specified in the <b>PDS</b>;</li> <li>(b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and</li> </ul>

		(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 <b>PDS</b> , alternative proposals shall not be considered. Where the RFP allows alternative proposals, a Consultant shall quote the price for the fully compliant proposal and then, separately indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted.
23. Proposal Prices	23.1	The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to provide under the contract.
	23.2	Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC 43 [Proposal: Negotiation].
24. Proposal Currency	24.1	All prices shall be quoted in currency (ies) as stated in the <b>PDS</b> .
25. Proposal Validity and Proposal Securing Declaration	25.1	Proposals shall remain valid for the period specified in the <b>PDS</b> after the Proposal submission deadline date prescribed by the PE.
	25.2	Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The PE will make its best effort to complete negotiations within this period.
	25.3	In exceptional circumstances, prior to the expiration of the original Proposal validity period, the PE may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made through TANEPS. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the procurement proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.
	25.4	If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the PE together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
	25.5	If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PE, such Proposal will be rejected.
	25.6	Pursuant to ITC 18 [Technical Proposal: Format and Content], unless otherwise specified in the <b>PDS</b> the Consultant shall

		furnish as part of its Proposal, a proposal security in the form of Proposal Securing Declaration as specified in the <b>PDS</b> in the format provided in <b>Form TECH-9</b> .
	25.7	The Proposal Securing Declaration is required to protect the PE against the risk of Consultant's conduct which would warrant the security's execution, pursuant to sub clause 25.10.
	25.8	Any Proposal not accompanied by a Proposal Securing Declaration in accordance with sub clause 25.6 shall be rejected by the PE as non-responsive.
	25.9	The Proposal Securing Declaration of a <b>JVCA</b> must be in the name of the <b>JVCA</b> submitting the Proposal.
	25.10	A Consultant shall be suspended from being eligible for tendering in any contract with the PE for the period of time indicated in the Proposal Securing Declaration: <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in sub-Clauses 25.3 or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
26. Proposal Format and Signing	26.1	The Consultant shall prepare the Technical Proposal as described in ITC18 [Technical Proposal: Format and Content] and the Financial Proposal as described in ITC19 [Financial Proposal Format and Content].
	26.2	The Proposals shall be signed by a person or persons duly authorized to sign on behalf of the Consultant and the authorization documents shall be submitted together with the proposal indicating the name and position of each signatory in accordance to the requirements of the TANePS, in a format acceptable by TANePS, preferably Portable Document Format (PDF). The authorization shall be in the format provided in Section 4- Technical Proposal Standard Forms- <b>Form TECH-10</b>
<b>D. Proposal Submission</b>		
27. Proposal Submission	27.1	All Proposals shall be submitted through TANePS. Proposals submitted through TANePS shall be considered to be true and legal version, duly authorized and duly executed by the Consultant and intended to have binding legal effect. The Consultant shall properly name his soft copies of documents before submission through TANePS.
	27.2	The Proposal shall bear e-signature or digital signatures for identity and authentication purposes and the identity of the Consultant may be verified with a follow-up due diligence process.
	27.3	Proposals submitted through TANePS shall be received in full prior to the closing time, and within the buffer time provided in

		systems after the closing of submission, and the Consultants shall receive an acknowledgement of receipt of their proposals or any amendment through the system.
	27.4	Consultants must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the proposal being unreadable for any reason, the proposal submitted shall not be considered.
28. Proposal Submission Deadline	28.1	Proposals shall be received by the PE through TANEPS in a manner specified in ITC 27.2 [Submission of Proposals] not later than the date and time specified in the TANEPS.
	28.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC11 [RFP Amendment], in which case all rights and obligations of the PE and Consultants previously subject to the original deadline will thereafter be subject to the new deadline.
29. Proposal Submitted Late	29.1	TANEPS does not allow a Consultant to submit its Proposals after the deadline for submission of Proposals in accordance with ITC 28 [Proposal Submission Deadline].
30. Proposal Modification, Substitution or Withdrawal	30.1	A Consultant may modify or substitute or withdraw its proposal after it has been submitted to the PE through TANEPS, provided that such modification or substitution or withdraw is made prior to the deadline for submission of proposals prescribed under ITC 28 [Proposal Submission Deadline]. Consultant shall receive an acknowledgement of receipt of any amendment of its submitted proposal through the system.
	30.2	No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals. specified in ITC28 [Proposal Submission Deadline].
<b>E. Proposal Opening and Evaluation</b>		
31. Technical Proposal Opening	31.1	The opening of the Technical Proposals shall be done by Proposal Opening Committee. The proposals opening records shall be made available in the appropriate section of the TANEPS.  A Consultant or any other person with interest in the proposal process can access proposal opening records on the appropriate section of the TANEPS.  No Proposal shall be rejected at proposal opening.
	31.2	The PE shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC 37 [Financial Proposal Opening].
32. Confidentiality	32.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the

		Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti-fraud and corruption policy.
	32.2	Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the PE.
33. Proposal Clarification	33.1	The PE may, in writing, ask Consultants for clarification of their Technical Proposals through TANEPS in order to facilitate the examination and evaluation of Technical Proposals. The response shall be communicated through TANEPS or means specified in the PDS and no change in the substance of the Proposal shall be sought, offered or permitted.
34. Contacting the Procuring Entity	34.1	Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the PE.
	34.2	Any effort by a Consultant to influence the PE in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
35. Examination of Conflict of Interest Situation [COI]	35.1	During the evaluation of the Technical Proposals, the PE shall ascertain that no new Conflict of Interest [COI] situations have arisen since the Consultant was short-listed. If the PE identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.
	35.2	If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the PE shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.
	35.3	If a Consultant has been found to mislead the PE by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
36. Proposal: Technical Evaluation	36.1	The PE shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC 36.2.
	36.2	Technical Proposals shall be evaluated and ranked applying the evaluation criteria, sub criteria, and point system specified in the <b>PDS</b> . 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 <b>PDS</b> .
	36.3	Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the

		assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the PE that work associated with implementation of any such improvements are included in the inputs shown on the Consultant's staffing schedule.
37. Financial Proposal Opening	37.1	In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the PE shall notify through TANEPS, those Consultants that have secured the minimum qualifying mark, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall not be sooner than Seven (7) working days after the notification date and the financial proposals shall be opened through TANEPS and opening records shall be made available publicly in the appropriate section of the System. Where all Consultants are qualified to have their financial proposals opened in the case of QCBS or in the case LCS, the PE may fix shorter period for opening of financial proposal subject to obtaining confirmation of the attendance of all successful firms at the set date for opening.
	37.2	In the Case of QBS, after the technical evaluation is completed, the PE shall notify, through TANEPS, the Consultant that have secured the Maximum Score, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall not be sooner than Seven (7) working days after the notification date and the financial proposals shall be opened through TANEPS and opening records shall be made available publicly in the appropriate section of the System.
	37.3	The PE shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will not be opened.
	37.4	Financial Proposals shall be opened through TANEPS and the opening records shall be made available publicly in the appropriate section of the System after the Financial Proposals are opened.
38. Proposal: Financial Evaluation	38.1	The PE will review the detailed content of each Financial Proposal. During the review, the PE will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
	38.2	Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the PE will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.

	38.3	In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the <b>PDS</b> .
<b>39. Correction of Arithmetical Errors</b>	39.1	Under Lump sum Contract, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 39.2 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
	39.2	The PE's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the <b>PDS</b> .
<b>40. Conversion to Single Currency</b>	40.1	Prices expressed in the various currencies shall be converted to a single currency in which they are payable to Tanzania Shilling using the selling rates of exchange issued by the Bank of Tanzania prevailing on the date of tender opening.
<b>41. Proposal Combined Evaluation</b>	41.1	In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the <b>PDS</b> : $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC 43 [Proposal Negotiation].
	41.2	In the case of Fixed-Budget Selection, the PE will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
	41.3	In the case of the LCS, the PE will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
<b>42. Post-qualification of Consultants</b>	42.1	The PE shall conduct post-qualification to determine whether the Consultant with the best-evaluated proposal has the capability, legal capacity and resources to carry out the contract. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the first ranked consultant using non-discretionary criteria, as stated in the Request for Proposal. The result of the post-qualification shall be embodied in a formal report.
	42.2	The criteria for post-qualification or due diligence shall include- (a) legal requirements: to verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the consultant and the fact that it is not included in any "blacklist"; (b) technical requirements: to determine compliance of the

		<p>consulting services offered with the requirements specified in the request for proposal including, where applicable verification and validation of the consultant's stated competence and experience on similar contracts, and the competence and experience of the consultant's key personnel to be assigned to the consulting services;</p> <p>(c) financial requirements: to verify, validate and ascertain the audited financial statements of the consultant and the financial proposal;</p> <p>(d) knowledge of local working conditions;</p> <p>(e) current commitments;</p> <p>(f) litigation record; or</p> <p>(g) any other relevant criteria.</p>
	42.3	<p>Where the Financial Proposal of the lowest evaluated Consultant is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply:</p> <p>(a) The PE may reject a proposal if the PE has determined that the price in combination with other constituent elements of the proposal is abnormally low in relation to the subject matter of the procurement (scope of services) and raise concerns with the PE as to the ability of the Consultant that presented that financial proposal to perform the contract.</p> <p>(b) Before rejecting an abnormally low financial proposal the PE shall: request the Consultant an explanation of the proposal or of those parts which it considers contribute to the proposal being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the proposal or parts of the proposal being abnormally low</p> <p>(c) The decision of the PE to reject a proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Consultant concerned;</p> <p>(d) The PE shall not incur liability solely by rejecting abnormally low financial proposal.</p>
	42.4	<p>Where the first ranked Consultant does not meet the post-qualification criteria; the proposal shall be rejected; and where applicable, post-qualification shall be conducted to the next ranked Consultant.</p>
43. Proposal: Negotiation	43.1	<p>Negotiations will be held at the address indicated in the <b>PDS</b>. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the PE may specify.</p>

	43.2	<p><u>Proposal Negotiation: Technical</u></p> <p>Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the PE to ensure satisfactory implementation of the assignment. The PE shall prepare minutes of negotiations which will be signed by the PE and the Consultant.</p>
	43.3	<p><u>Proposal Negotiation: Financial</u></p> <p>The financial negotiations will reflect the agreed technical modifications in the cost of the services. The financial negotiations may involve the remuneration rates for staff and other proposed unit rates to suit the PEs available budget commensurate with the market remuneration rates, provided such reduction shall not make the proposal abnormally low in accordance ITT 42.3 [Post-qualification of Consultants]. This provision is not applicable for proposals invited under a FBS.</p> <p>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.</p>
	43.4	<p><u>Availability of Professional staff/experts</u></p> <p>Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the PE expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff/experts will be actually available. The PE will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.</p>
	43.5	<p><u>Proposal Negotiations: Conclusion</u></p> <p>Negotiations will conclude with a review of the draft Contract. To complete negotiations, the PE and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the PE will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the PE shall</p>

		negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the PE to reject all proposals.
<b>F. Contract Award</b>		
<b>44. Contract Award</b>	44.1	After completing negotiations and prior to awarding of the contract, the PE shall issue a Notice of Intention to Award (NIA) the contract in the format provided in Section 10 [Contract Forms]. The NIA shall be issued through TANEPS to all Consultants who participated in the selection process giving them Seven (7) working days within which to submit complaints to the PE thereof, if any.
	44.2	Where no complaints have been lodged, the Consultant whose proposal has been accepted will be notified by Letter of Acceptance through TANEPS of the award by the PE prior to expiration of the proposal validity period. The Letter of Acceptance shall be in the format provided in Section 10 [Contract Forms] and will state the sum that the PE will pay the successful Consultant in consideration for the execution of the scope of services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	44.3	The notification of award will constitute the documents formation of the Contract, subject to furnishing the Performance Security or Performance Securing Declaration in accordance with ITC 45 [Performance Security or Performance Securing Declaration] and the signing the Contract in accordance with ITC 46 [Signing of Contract].
<b>45. Performance Security or Performance Securing Declaration</b>	45.1	Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the PE a Performance Security or Performance Securing Declaration, and if required in the <b>PDS</b> , the Environmental and Social (ES) Performance Security, in the amount and in the form stipulated in the <b>PDS</b> and <b>the SCC</b> , denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
	45.2	The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, to be provided by the successful Consultant, shall be in the form specified in the <b>PDS</b> which shall be in any of the following: <ul style="list-style-type: none"> <li>(a) cash, certified cheque, cashier's or manager's cheque, or bank draft;</li> <li>(b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;</li> <li>(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign consultant bonded by a foreign bank; or</li> <li>(d) surety bond callable upon demand issued by any reputable surety or insurance company.</li> </ul>

		<p>In the case of Bank Guarantee or Surety Bond, they shall be in the format provided in in the form provided in Section 10 [Contract Forms].</p> <p>Any Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security submitted shall be enforceable in the United Republic of Tanzania.</p>
	45.3	Failure of the successful Consultant to comply with the requirements of ITC 45.1 shall constitute sufficient grounds for cancellation of the award and the PE may resort to awarding the Contract to the next ranked Consultant or call for new tenders.
<b>46. Signing of Contract</b>	46.1	Promptly after notification of award, PE shall send the successful Consultant the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract
	46.2	Within fourteen (14) working days after furnishing the Performance Security or Performance Securing Declaration, the successful Consultant and the PE shall sign the Contract.
	46.3	Upon both parties signing the Contract, the PE will promptly notify unsuccessful Consultants, the name of the winning Consultant and the Contract amount and will discharge the Tender Securing Declaration of the unsuccessful Consultant. The PE shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants
<b>47. Advance Payment</b>	47.1	The PE will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the <b>TDS</b> .
	47.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section 10 [Contract Forms]
	47.3	For the purpose of receiving the Advance Payment, the Consultant shall make an estimate of, and include in its Proposal, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of experts during the first month beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
<b>48. Commencement of Services</b>	48.1	The Consultant is expected to commence the assignment on the date and at the location specified in the <b>PDS</b> .
<b>G: Review of Procurement Decisions</b>		
<b>49. Right to Review</b>	49.1	A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out hereunder.

<b>50. Time Limit on Review</b>	50.1	The Consultant shall submit an application for review within Seven (7) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
	50.2	The provision of ITC 50.1 shall not apply to complaints referred to in ITC 44.1 [Contract Award].
<b>51. Submission of Applications for Review</b>	51.1	Any application for administrative review shall be submitted in writing through TANEPS to the Accounting Officer of a PE at the address shown in the PDS and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the PDS.
	51.2	For PEs with delegated procurement function, applications for administrative review for proposals floated by the delegated Accounting Officer shall be submitted through TANEPS to the delegated Accounting Officer with a copy served to the PPRA. The delegated Accounting Officer shall promptly forward the same to the Accounting Officer of the PE.
	51.3	The application for administrative review shall include: (a) details of the procurement requirements to which the complaint relates; (b) details of the provisions of the Act, Regulation or provision that has been breached or omitted; (c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known; (d) documentary or other evidence supporting the complaint where available; (e) remedies sought; and (f) any other information relevant to the complaint.
	51.4	The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
<b>52. Decision by the Accounting Officer</b>	52.1	The Accounting Office shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate: a) whether the application is upheld in whole, in part or rejected; b) the reasons for the decision; and c) any corrective measures to be taken.
	52.2	Where the Accounting Officer does not issue a decision within the time specified in ITC 52.1, the Consultant submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITC 53.1 [Review by the Public Procurement Appeals Authority] within Seven (7) working days after such specified time and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.

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

### SECTION 3: PROPOSAL DATA SHEET

*[Comments in italic provide guidance for the preparation of the Proposal Data Sheet; these should not appear on the final RFP to be delivered to the short-listed Consultants]*

<b>Ser. No.</b>	<b>Required Information/Data</b>	<b>ITC Clause</b>	<b>Information/Data to be filled by PE</b>
1.	Name of the PE	1.1	The PE is <i>[Insert name and address of PE]</i>
2.	Service/Project/Proposal Identification	1.1	<i>[Insert number and name of the proposal]</i>
3.	Description of Services	1.1	The objectives and brief description of the Services are:
4.	Selection Procedure	1.1	The Method of Selection is <i>[Insert the method]</i>
5.	Applicable Law	1.4	Applicable Law is <i>(insert the applicable law of if other than the Laws of Tanzania)</i>
6.	Phasing of the Assignment	1.3	The assignment is not phased. OR The assignment is phased as follows, <i>[now indicate the phasing of the assignment]</i> The assignment is to be completed within <i>[insert number of day or months]</i>  <i>(If the PE envisages the need for continuity for downstream work it should outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information would be considered in the evaluation.)</i>
7.	Source of Funds	2.1	The source of fund is <i>[state source of funds]</i>
8.	Development Partner	2.3	The development partner is <i>[state name of development partner]</i> . <i>[state "None", if there is no development partner]</i>
9.	Unfair Competitive Advantage	5.5	<i>[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i>
10.	Eligible Countries	6.1	Materials, equipment and supplies used by the Consultant are

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
			not permitted if they are originated in [state countries]
11.	Site Visit	7.3	Site visit is: [indicate "applicable" or "not applicable"] The site is: [insert place] Date of site visit: [insert date] Time of site visit: [insert time] Site visit attendance by Consultants/representatives is: [indicate "mandatory" or "not mandatory"] (if site visit is indicated "not applicable" all other fields in this PDS will be marked "not applicable")
12.	Details of a Pre-Proposal Meeting	10.1	<b>A pre-proposal Meeting will be held:</b> [Indicate "Yes" or "No"] [If "Yes", fill in the following, else leave blank] Date of pre-proposal meeting: _____ Time: _____ Address: _____ Telephone: _____ Facsimile: _____ E-mail: _____ Contact person/meeting coordinator:[insert name and title]
13.	Deadline for Submission of Questions for the Pre-Proposal Meeting	10.2	Insert the deadline for submitting questions for the Pre-Proposal Meeting: (.....days) before the deadline for Proposal Submission
14.	Participation of Sub-consultants, Key Experts and Non-Key Experts	12.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible [Inser "Yes" _____ or "No"_____]
15.	Language of Proposal	14.1	The Proposal and other documents shall be written in the [state language] language.
16.	Other documents required to be submitted	15.1(e)	Other documents required to be submitted with the Proposal are: [state any other documents that may be required].
17.	Professional Time Input	17.3	The estimated number of professional staff-months required for the assignment is: [List professional staff and staff-months]
18.	Available Budget	17.4	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: [insert the amount in words and figures]

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
19.	Qualifications of Professional Staff	17.5	The minimum required qualification and experience of professional staff are as follows: <i>[List the requirements needed].</i>
20.	Training	18.1(k)	Training is not a specific component of this assignment OR Training is a specific component of this assignment. The details of training required are, <i>[state the details required].</i>
21.	Additional information on the Technical Proposal	18.1(l)	Additional information on methodology, staffing and monitoring of training includes; <i>[List the additional information]</i>
22.	Reimbursable Expenses	19.1(d)	<i>[List the applicable Reimbursable expenses. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added.]</i>  The Reimbursable expenses shall be the following: <ol style="list-style-type: none"> <li>(1). a per diem allowance in respect to Personnel of the Consultant for every day in which the Personnel shall be absent from the home office.</li> <li>(2). cost of locally procured items, office accommodations, 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>(3). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(4). cost of communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services;</li> <li>(6). cost of printing and dispatching of the Reports to be produced for the Services;</li> <li>(7). the cost of training of the PE's personnel <i>[This item should considered only if the training is a major component of the assignment, and it is specified as such in the TOR];</i></li> <li>(8). cost of any subcontract required for the Services in the TOR;</li> <li>(9). other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(10). cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
23.	Payment of Local Taxes	20.1	The Consultant shall be responsible for payment of local taxes <i>[State "Yes" _____ or "No" _____]</i>

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE						
			<p>[If the Client has obtained a tax exemption applicable to the Contract, insert <b>“The Client has obtained an exemption for the Consultant from payment of _____ [insert the tax description. E.g., VAT, or local indirect taxes, etc.] in Tanzania as per [insert reference to the applicable official source that issued an exemption].</b></p> <p><i>[If there is no tax exemption and the Consultant is responsible for payment of local taxes, insert the following:</i></p> <p><b>“Information on the Consultant’s tax obligations in Tanzania can be found [insert reference to the appropriate official source].</b></p>						
24.	PEs Inputs	<b>21.1 (a)</b>	The PE will provide the following inputs and facilities: <i>[List the inputs]</i>						
25.	Alternative Proposals	<b>22.1</b>	Are alternative Technical Proposals allowed? <i>[State “Yes” or “No”]</i>						
26.	Currency of the Proposal	<b>24.1</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p><b>The Financial Proposal should state local costs in Tanzanian Shillings (local currency):</b><i>[State “Yes” or “No”].</i></p>						
27.	Validity Period of the Proposals	<b>25.1</b>	Proposals must remain valid for <i>[Insert number of days]</i> days after the submission deadline date.						
28.	Proposal Security	<b>25.6</b>	<p>Consultants <i>(shall/shall not)</i> be required to submit a proposal security in the form of <i>[insert form required]</i>.</p> <p>If required it shall be in the format provided in Section4: Technical Proposals- Standard Forms- Form Tech 9</p>						
29.	Evaluation Criteria for Technical Proposal	<b>36.2</b>	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:						
			<b><i>[This criteria, sub-criteria and points system shall be applicable when the pre-qualification/expression of interest has not taken place]</i></b>						
			<table border="1"> <thead> <tr> <th>Criteria, sub-criteria</th> <th>Points (%)<sup>3</sup></th> </tr> </thead> <tbody> <tr> <td>(i) Firm’s general experience, reputation and experience in previous similar assignments <i>[Insert sub-criteria’s]</i></td> <td>[5 - 15]</td> </tr> <tr> <td>(ii) Understanding of the terms of reference,</td> <td>[20 – 40]</td> </tr> </tbody> </table>	Criteria, sub-criteria	Points (%) <sup>3</sup>	(i) Firm’s general experience, reputation and experience in previous similar assignments <i>[Insert sub-criteria’s]</i>	[5 - 15]	(ii) Understanding of the terms of reference,	[20 – 40]
			Criteria, sub-criteria	Points (%) <sup>3</sup>					
(i) Firm’s general experience, reputation and experience in previous similar assignments <i>[Insert sub-criteria’s]</i>	[5 - 15]								
(ii) Understanding of the terms of reference,	[20 – 40]								

<sup>3</sup> The PE should insert a single figure within the range shown.

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE	
			methodology and the overall quality of the proposal <i>[Insert sub-criteria's]</i>	
			<b>(iii) Qualification of key personnel</b> The number of points to be given under each evaluation sub criteria for qualifications of staff are; [General qualifications] [20 – 30] [Adequacy for the project] [50 – 60] Experience in region and language;] [10 – 20] <b>Total Points: 100</b>	[30 - 60]
			<b>(iv) Local Firm Participation</b> <i>[Insert sub-criteria's]</i>	15
			<b>(v) Participation by national experts</b> <i>[Insert sub-criteria's]</i>	10
			<b>(vi) Knowledge of the Country</b> <i>[Insert sub-criteria's]</i> <b>Total Points :</b>	[5 – 10] <b>100</b>
			The minimum Technical Score (St) required to pass is:[ ] Points. <i>[Insert number of points, usually within a range of 70-80 points]</i>	
			Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are: <b><i>[This criteria, sub-criteria and points system shall be applicable when the pre-qualification has taken place]</i></b>	
			<b>Criteria, sub-criteria</b>	<b>Points (%)<sup>4</sup></b>
			(i) Understanding of terms of reference <i>[insert sub-criteria's]</i>	[10 - 20]
			(ii) Overall Quality of the offer, quality of the work and methodology <i>[insert sub-criteria's]</i>	[20-30]
			(iii) Qualification of experts and experience in the field of assignment	[40-60]

<sup>4</sup> The PE should insert a single figure within the range shown.

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
			<p>[General qualifications] [20 – 30]</p> <p>[Adequacy for the project] [50 – 60]</p> <p>[Experience in region and language; if applicable] [10 – 20]</p> <p>Total Points: 100</p>
			<p>(iv) Inclusion of local experts</p> <p>[insert <i>sub-criteria's</i>]</p> <p>Total Points:</p> <p style="text-align: right;"><b>100</b></p>
30.	Formula for Computing Financial Score in Case of QCBS	<b>38.3</b>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p>
31.	Exclusion of Taxes in the Evaluation of Financial Proposals	<b>39.2</b>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
32.	Currency for Conversion	<b>40.1</b>	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is:</p> <p><i>[indicate local currency or fully convertible foreign currency]</i></p> <p>The official source of the selling (exchange) rate is: _____</p> <p>The date of the exchange rate is: _____</p> <p><i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of expiry of the proposal validity specified in accordance with ITC 25.1.]</i></p>
33.	Weights to Technical and Financial Proposals	<b>41.1</b>	<p>The weights given to the Technical and Financial Proposals are:</p> <p><math>T =</math> <i>[Insert weight: normally between 0.7 and 0.9]</i>, and</p> <p><math>P =</math> <i>[Insert weight: normally between 0.1 and 0.3]</i></p>
34.	Address for Contract Negotiations	<b>43.1</b>	<p>The address for contract negotiations is: <i>[Insert the address]</i></p>

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
35.	Performance Security/Performance Securing Declaration	45.1	<p>(Performance Security / Performance Securing Declaration<sup>5</sup>) shall be applicable <i>Insert the applicable type of security required-</i></p> <p>The Performance Security shall be in the form of: <i>[Insert form of Performance Security, otherwise not applicable if performance securing declaration is specified]</i></p> <p>The amount of Performance Security shall be: <i>[insert the amount subject to issuance of Guidelines by the PPRA otherwise not applicable].</i></p>
36.	Form of Performance Security	45.2	The Performance Security shall be in the form of: <i>[Insert form of Performance Security subject to Guidelines issued by PPRA otherwise not applicable].</i>
37.	Environmental and Social Performance Security	45.2	<p><i>Delete this provision if ES Performance Security is not required not applicable if performance securing declaration is specified]</i></p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[insert % figure(s) normally 1% to 3%]</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[Note: The ES Performance Security shall normally be required where ES risks are high.]</i></p> <p><i>Total of ES Performance Security and Performance Security should not exceed 10%</i></p>
38.	Advance Payment Security	47.1	The Advance Payment shall be <i>[Limited to a maximum of fifteen (15) percent of the Contract Price].</i>
39.	Date of Commencement of the Assignment	48.1	The assignment is expected to commence on <i>[insert date]</i> at <i>[insert location]</i>
40.	PPRAs Address	51.1.	<p>The address to serve a copy of complaint:</p> <p>Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) Kambarage Tower, 9<sup>th</sup> Floor, PSPF Road P.O. Box 2865, 41104 Dodoma. Tel: +255 026 2963854 email: <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>

<sup>5</sup> Performance Securing Declaration shall be applicable for Tenders falling under exclusive preference.

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
41.	PPAA Address.	<b>53.2</b>	The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: <a href="mailto:info@ppaa.go.tz">info@ppaa.go.tz</a> or <a href="mailto:es@ppaa.go.tz">es@ppaa.go.tz</a> Website <a href="http://www.ppaa.go.tz">www.ppaa.go.tz</a>

## SECTION 4. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION		<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.		
	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
TECH-2	Consultant's Organization and Experience.		
	TECH-2A	A. Consultant's Organization	
	TECH-2B	B. Consultant's Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.		
	TECH-3A	A. On the Terms of Reference	
	TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment		
TECH-5	Work Schedule and Planning for Deliverables		
TECH-6	Team Composition, Key Experts Inputs		
TECH-7	CV of Professional Staff		
TECH-8	Code of Conduct (ES)		
TECH-9	Proposal Securing Declaration/Proposal Security – Bank Guarantee/Proposal Security – Insurance Bond		
TECH-10	Power of Attorney		
TECH -11	Anti- bribery Pledge		

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

## Form TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

To: *[Name and address of PE]*

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 Proposals.

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 *(insert day, month and year in accordance with Proposal Data Sheet ITC 25.1)*, 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 *(insert day, month and year in accordance with Proposal Data Sheet ITC 48)*.

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 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 Data Sheet ITC 3 [Corrupt, Fraudulent or Coercive Practices].

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 TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

- 1) Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
- 2) Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B - Consultant's Experience

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

*[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 TECH-3

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### **–A - 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.}*

#### **–B - On Counterpart Staff and Facilities**

*{Comment here on counterpart staff and facilities to be provided by the Client according to Proposal Data Sheet **ITC 21 [PE Inputs]** including: administrative support, office space, local transportation, equipment, data, etc.}*

## Form TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

**Form TECH-4:** a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of 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<sup>6</sup> 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 and Planning for Deliverables- Form TECH-5)
- (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, Assignments and Key Expert's Input Form TECH-6. 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.]

---

<sup>6</sup> **Note to PE: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]:** “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

## Form TECH-5 WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2: .....												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**Form TECH-6**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in Form TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	©...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]							
			[Field]	[0.5 m]	[2.5]		[0]							
K-2														
n														
											<b>Subtotal</b>		a)	
<b>NON-KEY EXPERTS</b>														
N-1			[Home]											
			[Field]											
n														
											<b>Subtotal</b>		b)	
											<b>Total</b>			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Proposal Data Sheet ITC36.2.
  - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
  - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Tanzania or any other country outside the expert's country of residence.
-  Full time input  
 Part time input

## Form TECH-7

### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained\_\_

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_



## Form TECH-8

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

**Note to the Client:**

***The following minimum requirements shall not be modified. The Client may include additional requirements to address identified issues, informed by relevant environmental and social assessment.***

***Delete this Box prior to issuance of the RFP.***

**Note to the Consultant:**

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

## CODE OF CONDUCT FOR EXPERTS (ES) Form

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

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

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

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

### REQUIRED CONDUCT

Experts shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;

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

### **RAISING CONCERNS**

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

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

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

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

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

FOR EXPERT:

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

Name of Expert: [insert name]

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

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

Countersignature of authorized representative of the Consultant:

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

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

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

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**  
**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND**  
**BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

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

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

## Form TECH-9

### (a) Proposal Securing Declaration Form

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

Proposal No.: *[insert **number of tendering process**]*

Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

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

We, the undersigned, declare that:

We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our proposal during the period of Proposal validity specified in the Proposal Submission Form; or
- (b) having been notified of the acceptance of our Proposal by the PE during the period of Proposal validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITC 45 [Performance Security].

We understand this Proposal Securing Declaration shall expire if we are not the successful Consultant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Consultant; or (ii) twenty-eight days after the expiration of our Proposal.

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

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

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

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

Corporate Seal (where appropriate)

**(b)** Proposal Security – Bank Guarantee

**(c)** Proposal Security – Insurance Bond

## Form TECH-10

### Special Power of Attorney<sup>7</sup>

**KNOW ALL MEN BY THESE PRESENTS THAT I** the undersigned [*insert name of the Donor*]  
being [*insert designation*] of [*insert name of the company*] of [*insert company address*]  
having its registered office at [*insert physical address of company*];

**WHEREAS** in course of business it is necessary to bid for tenders and enter into contracts;

**NOW THEREFORE KNOW ALL MEN THAT I** [*insert name of the Donor*] by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*], do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [*insert tender number*] that is to say;

To act on my behalf or for the company and do any other thing or things incidental for [*insert tender Number*] of [*insert description of procurement*] for the [*insert name of the procuring entity*];

**AND** provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

**AND** we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

**SEALED** with the common seal of the said [*insert name of the company*] and delivered in the presence of us this [*insert date*] day of [*insert month*] [*insert year*].

**IN WITNESS** whereof we have signed this deed on this [*insert date*] day of [*insert month*] [*insert year*] at [*insert place*] for and on behalf of [*insert name of the company or Donor*]  
.....

**SIGNED AND DELIVERED** by the said  
[*insert name of Donor*] Identified to me  
by [*insert name*]  
The latter being known to me personally

} this [*insert date, month and year*]

.....  
**DONOR**

---

<sup>7</sup> **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

**BEFORE ME:**

Name:.....

Address:.....

Qualification:.....

Signature:.....

**COMMISSIONER FOR OATHS**

**Acknowledgement**

I [*insert name of Donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

**SIGNED AND DELIVERED** by the said [*insert name of Donee*] Identified to me by [*insert name*]  
The latter being known to me personally this [*insert date, month and year*],

}

.....

**DONEE**

**BEFORE ME**

Name:.....

Address:.....

Qualification:.....

Signature:.....

**COMMISSIONER FOR OATHS**

**TECH 11-  
UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF  
CONDUCT AND COMPLIANCE PROGRAMM**

Each Consultant must submit a statement, as part of his Proposal, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Consulting Firm and, where relevant, of its subsidiary in the United Republic of Tanzania. If a Proposal is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer<sup>2</sup>) Consultants will also be required to submit similar No-bribery commitments from their sub consultants and consortium partners; the Consultant may cover the sub consultants and consortium partners in its own statement, provided the Consultant assumes full responsibility.

MEMORANDUM (Format 1)

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

***(Made under Regulation 78 (2)) of the Public Procurement (Selection and Employment of Consultants) Regulations, 20–3 - Government Notice No. 446 of 2013) as amended in 2016***

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 with 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<sup>8</sup>

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

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

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

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

---

<sup>8</sup> Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Applicant. For Applications submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme.

MEMORANDUM (Format 2)

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

**(Made under Regulation 78(2) of the Public Procurement Regulations Government  
Notice No. 446 of 2013, as amended in 2016)**

I \_\_\_\_\_ (*name of consultant*) have issued, for the purposes of this proposal, a Compliance Program copy attached<sup>9</sup> -which includes all reasonable steps necessary to assure that I will 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, subcontractors and supplier”)"

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

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

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

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

---

<sup>9</sup> Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Applicant. For Applications submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme.

## SECTION 5: 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 FIN-1 to FIN-5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 19 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]*

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including **Appendix A** “Financial Negotiations-Breakdown of Remuneration Rates” in the case of QBS Method.
- FIN-4 Breakdown of Reimbursable expenses
- FIN-5 Breakdown of Estimates of Local Taxes, Duties

## Form FIN-1

### 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 exclusive of local taxes, which we have estimated at [insert amount in words and figures].

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 (insert day, month and year in accordance with Proposal Data Sheet ITC 25.1).

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 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 Proposal Data Sheet ITC 3 [Corrupt, Fraudulent or Coercive Practices]

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 FIN-2- SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 23.1 [Proposal Prices]; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (15 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursable</b>				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form 5B1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

**Footnote: Payments will be made in the currency(is) expressed above (Reference to ITC 23.1).**

### Form FIN-3 BREAKDOWN OF REMUNERATION

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

<b>A. Remuneration _____</b>								
No.	Name	Position (as in Form TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from Form TECH-6)	{Currency # 1- as in Form FIN-2}	{Currency # 2- as in Form FIN-2}	{Currency# 3- as in Form FIN-2}	{Local Currency- as in Form FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

## Appendix A. Financial Negotiation - Breakdown of Remuneration Rates

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### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to Form FIN-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its **Appendix 6**.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{Total Days Leave} \times 100}{[365 - w - ph - V - S]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

<b>B. Reimbursable Expenses</b> _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client’s personnel – if required in TOR}							
<b>Total Costs</b>								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

**Form FIN-5: Breakdown of Taxes**

Ser No.	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>	Quantity	[Indicate cost for each item] <sup>3</sup>			
					{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}

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

## **SECTION 6: ELIGIBLE COUNTRIES**

### **Procurement Reference Number:**

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of the United Republic of Tanzania prohibits commercial relations with that country, provided that the Government of the United Republic of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the United Republic of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.

## SECTION 7: TERMS OF REFERENCE

The Terms of Reference (TOR) is the key document in the RFP. It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables. Adequate and clear TOR are essential for the understanding of the assignment and its correct execution by the Consultant. It also helps reducing the risk of ambiguities during the preparation of proposals by the Consultant, contract negotiation, and execution of the services.

**[Sample outline:**

**1. Background** \_\_\_\_\_

**2. Objective(s) of the Assignment** \_\_\_\_\_

**3. Scope of Services, Tasks (Components) and Expected Deliverables**

3.1 \_\_\_\_\_

3.2 [indicate if downstream work is required]

3.3 [indicate if training is a specific component of the assignment]

3.4

3.5 **[Note to Client: For ES, the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following (modify as appropriate).]:**

Ensure that the Consultant delivers its ES obligations under its contract. This includes, but is not limited to the following:

- (i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
- (ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- (iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including, where appropriate, its SEA and SH prevention and response obligations);
- (v) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements;
- (vi) agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;

- (vii) *ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;*
- (viii) *check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;*
- (ix) *review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*
- (x) *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;*
- (xi) *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.*
- (xii) *[add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].*

**4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 36.2 of the ITC)**

***[Note to Client: For supervision of infrastructure (such as Plant or Works) contracts: include among the Key Experts, key personnel with sufficient qualifications and experience to supervise Environmental and Social obligations of the Contractor. Where a Project SEA risks are assessed to be substantial or high, Key Experts shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases. The same expert positions should be included for evaluation in ITC 36.2].***

**5. Reporting Requirements and Time Schedule for Deliverables**

*[As a minimum, list the following:*

- (a) *format, frequency, and contents of reports;*
- (b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
- (c) *dates of submission;*
- (d) *persons (indicate names, titles, submission address) to receive them; etc.*

*If the Services consist of or include the **supervision of infrastructure (such as Plant or Works)**, include the following on ES reporting:*

- (e) *Immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations;*
- (f) *Immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the*

information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client;

(g) Immediately inform and share with the Client notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;

(h) Share with the Client in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."

(d) **Client's Input and Counterpart Personnel)** Services, facilities and property to be made available to the Consultant by the Client: \_\_\_\_\_ [list/specify] Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: \_\_\_\_\_ [list/specify]

## 6. Environmental and Social Policy

**[Note to Client: for supervising infrastructure (such as Plant or Works) contracts:**

The Client should attach or refer to the Client's environmental, social, health and safety policies that will apply to the project. If these are not available, the Client should use the following guidance in drafting an appropriate policy...

### **SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)**

The policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, sexual exploitation and abuse), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved. The Client is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy and reporting requirement.

As a minimum, the policy is set out to the commitments to:

1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
2. provide and maintain a healthy and safe work environment and safe systems of work;
3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence,

*inhumane treatment, sexual exploitation, sexual abuse, sexual activity with children, and sexual harassment;*

- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development under the project;*
- 6. work co-operatively, including with end users, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 8. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- 9. minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the implementation of the project ;*

*The policy should be signed by the senior manager of the Client. This is to signal the intent that it will be applied rigorously*

## PART II: Conditions of Contract and Contract Forms

## **SECTION 8: GENERAL CONDITIONS OF CONTRACT**

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<b>A. General</b>		
1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> <li>a) The “<b>Client</b>” is the party named in <b>the SCC</b> who engages the Consultant to perform the Services</li> <li>b) “<b>Completion</b>” means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.</li> <li>c) The “<b>Completion Date</b>” is the date of actual completion of the fulfilment of the Services.</li> <li>d) The “<b>Consultant</b>” is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in <b>the SCC</b> and the Contract Agreement.</li> <li>e) “<b>Contract</b>” means an Agreement entered into between <del>the</del> Client and the Consultant together with the Contract Documents listed in <b>GCC 5</b>.</li> <li>f) “<b>Contract Documents</b>” means the documents listed in the Contract, including any amendments thereto.</li> <li>g) “<b>Day</b>” means calendar day.</li> <li>h) “<b>Effective Date</b>” means the date on which this Contract comes into force and effect pursuant to <b>GCC 18</b>.</li> <li>i) “<b>GCC</b>” mean the General Conditions of Contract.</li> <li>j) “<b>Government</b>” means the Government of the United Republic of Tanzania.</li> <li>k) The “<b>Intended Completion Date</b>” is the date on which it is intended that the Consultant shall complete the Services as specified in <b>the SCC</b>.</li> <li>l) “<b>JVCA</b>” means Joint Venture, Consortium or Association</li> </ul>

		<p>m) <b>“Member”</b> means in case where the Consultant consists of a joint venture any of the entities that make up the joint venture; and <b>“Members”</b> means all these entities.</p> <p>n) <b>“Month”</b> means calendar month</p> <p>o) <b>“Party”</b> means the Client or the Consultant, as the case may be, and <b>“Parties”</b> means both of them. Third party means any party other than Client as Consultant.</p> <p>p) <b>“Personnel”</b> 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 <b>“Key Personnel”</b> means the Personnel referred to in <b>GCC 24.1</b>.</p> <p>q) <b>“Reimbursable expenses”</b> means all assignment-related costs other than Consultant’s remuneration.</p> <p>r) <b>“Remuneration”</b> means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.</p> <p>s) <b>“Sub-Consultant”</b> means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>t) <b>“SCC”</b> means the Special Conditions of Contract by which the <b>GCC</b> may be amended or supplemented.</p> <p>u) <b>“Services”</b> means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.</p> <p>v) <b>“Third Party”</b> means any person or entity other than the Client and the Consultant.</p> <p>w) <b>“Writing”</b> means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.</p>
<p>2. Interpretation of Contract Documents</p>	<p>2.1</p>	<p>In interpreting these conditions of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.</p>

	2.2	Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: a) Form of Agreement; b) Letter of Acceptance; c) Minutes of Negotiations; d) Proposal Submission Form; e) Special Conditions of Contract; f) General Conditions of Contract; g) Consultant's Proposal; and Any other document listed in the <b>SCC</b> as forming part of the Contract.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	3.2	In pursuance of this requirement, the Client shall: (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.
	3.3	Should any corrupt or fraudulent practice of any kind referred to in <b>GCC</b> 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 <b>GCC</b> 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons, therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

	3.4	<p>For the purposes of this Contract, the terms:</p> <ul style="list-style-type: none"> <li>(a) <i>“corrupt practice”</i> means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;</li> <li>(b) <i>“fraudulent practice”</i> means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,</li> <li>(c) <i>“coercive practice”</i> means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</li> <li>(d) <i>“obstructive practice”</i> means acts intended to materially impede access to required information in exercising a duty under the Act;</li> </ul>
	3.5	<p>The parties agree that their personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4. Interpretation	4.1	<p><u>Entire Contract</u> The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	4.2	<p><u>Amendment</u> No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p>

	4.3	<p><u>Non-waiver</u></p> <p>a) Subject to <b>GCC</b> 4.3 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
	4.4	<p><u>Severability</u></p> <p>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>
	4.5	<p><u>Phased completion</u></p> <p>If phased completion is specified in <b>the SCC</b>, references in the <b>GCC</b> to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).</p>
5. Documents Forming the Contract and Priority of Documents	5.1	<p>The following documents forming the contract shall be interpreted in the following order of priority:</p> <p>in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Form of Agreement;</li> <li>(b) Letter of Acceptance</li> <li>(c) Minutes of Negotiations (if any)</li> <li>(d) Special Conditions of Contract (SCC);</li> <li>(e) General Conditions of Contract (GCC),</li> <li>(f) Consultancy Proposal</li> <li>(g) The Appendices (1 to 9).</li> <li>(h) Any other documents listed in <b>the SCC</b> as forming part of the contract other documents listed in <b>the SCC</b> forming part of the contract</li> </ul>
6. Eligibility	6.1	<p>The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in <b>the SCC</b>.</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 <b>the SCC</b> .
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in <b>the SCC</b> . Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture, Consortium or Association (JVCA)	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in <b>the SCC</b> .
	11.2	A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in <b>the SCC</b> .

	11.3	A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1	The Services shall be performed at such locations as are specified in <b>the SCC</b> or <b>Appendix 1</b> , 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 <b>the SCC</b> 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 <b>the SCC</b> .
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.
<b>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 <b>the SCC</b> have been met.
19. Termination of Contract for Failure to Become	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 <b>the SCC</b> , either Party may, by not less than twenty-one (21) days written notice to the other

Effective		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 <b>the SCC</b> .
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to <b>GCC 66</b> [Termination for Default], <b>GCC 67</b> [Termination for Insolvency], <b>GCC 68</b> [Termination for Convenience] and <b>GCC 69</b> [Termination because of Force Majeure], this Contract shall expire at the end of such time period after the Effective Date as specified in <b>the SCC</b> .
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 <b>GCC 51.1</b> [Payments General], however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in <b>Appendix 3</b> , to the contract. If any of the Key Personnel has already been approved by the Client his/her name shall be listed in such <b>Appendix 3</b> .
	24.2	<p>If required to comply with the provisions of <b>GCC 27</b> [Removal and/or Replacement of Personnel], adjustments with respect to the estimated periods of engagement of Key Personnel set forth in <b>Appendix 3</b> to the contract may be made by the Consultant by written notice to the Client, provided:</p> <ul style="list-style-type: none"> <li>(a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;</li> <li>(b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in <b>GCC 50.2</b> [Cost Estimate of Services; Ceiling Amount]; and</li> </ul>

		(c) any other such adjustments shall only be made with the Client's written approval.
	24.3	If additional work is required beyond the Scope of the Services specified in <b>Appendix 1</b> to the contract, the estimated periods of engagement of Key Personnel set forth in <b>Appendix 3</b> may be increased by agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in <b>GCC 50.2</b> [Cost Estimate of Services; Ceiling Amount] of this Contract, this will be explicitly in the contract.
25. Approval of Personnel	25.1	The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in <b>Appendix 3</b> to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave & Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc. for Key Personnel are set forth in <b>Appendix 4</b> to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in <b>Appendix 4</b> to the contract and except as specified in such <b>Appendix 4</b> , the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
	27.2	If the Client (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a

		replacement a person with qualifications and experience acceptable to the Client.
	27.3	In the event that any Sub-Consultant is found by the Client to be incompetent or incapable if discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
	27.4	Any of the Personnel provided as a replacement under <b>GCC</b> 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, <ul style="list-style-type: none"> <li>a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and</li> <li>b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</li> </ul>
28. Project Manager	28.1	As specified in <b>the SCC</b> , 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.
<b>D. Obligations of the Consultant</b>		
29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services	29.1	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of	31.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and

Section 8- General Conditions of Contract

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

	36.2	The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3	<p>The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:</p> <ul style="list-style-type: none"> <li>(a) infringement or alleged infringement by the Consultant of any patent or other protected right; or</li> <li>(b) plagiarism or alleged plagiarism by the Consultant.</li> </ul>
	36.4	The Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
	36.5	<p>The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under <b>GCC 29</b> [Standard of Performance] provided:</p> <ul style="list-style-type: none"> <li>(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 <b>the SCC</b>;</li> <li>(b) that the ceiling on the Consultant's liability under <b>GCC 29</b> shall be limited to the amount indicated in <b>the SCC</b>, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and</li> <li>(c) that the Consultant's liability under <b>GCC 29</b> shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.</li> </ul>
	36.6	In addition to any liability the Consultant may have under <b>GCC 29</b> , 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 <b>GCC 29</b> .

	36.7	Notwithstanding the provisions of <b>GCC</b> 36.1, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.
37. Insurance to be taken out by the Consultant	37.1	<p>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 <b>the SCC</b>, 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>
38. Accounting, Inspection and Auditing	36.1	<p>The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and</p> <p>(b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.</p>
	36.2	The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.
39. Consultant's Actions Requiring Client's Prior Approval	39.1	<p>The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:</p> <p>(a) Any change or addition to the Personnel listed in <b>Appendix 3</b> 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>

		(c) Any other action that may be specified in <b>the SCC</b> .
	39.2	Notwithstanding any approval under <b>GCC</b> 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
40. Reporting Obligations	37.1	The Consultant shall submit to the Client the reports and documents specified in <b>Appendix 2</b> to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said <b>Appendix 2</b> . Final reports shall be delivered in electronic forms acceptable to the client in addition to the hard copies specified in the said <b>Appendix2</b> .
41. Proprietary Rights on Documents Prepared by the Consultant	41.1	All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software and use such software for their own use with the prior written approval of the Client.
	41.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in <b>the SCC</b> .
42. Proprietary Rights on Equipment and Materials Furnished by the Client.	42.1	Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.
	42.2	Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the

		Client's instructions.
	42.3	While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
43. Performance Securities	43.1	The Performance Security or Performance Securing Declaration and Environmental and Social (ES) Performance Security as stated in the SCC shall be provided to the Client no later than the date specified in the Letter of Acceptance.
	43.2	The Consultant shall provide at his cost a Performance Security or Performance Securing Declaration, and if specified in the SCC, the Environmental and Social (ES) Performance Security, to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security, and if required, the Environmental and Social (ES) Performance Security, shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract.
	43.3	The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, shall be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract. Performance Security, and if required, the Environmental and Social (ES) Performance Security, shall be in the amount and currency specified in <b>the SCC</b> .
	43.4	In the case of Performance Securing Declaration, it shall remain in force until the completion of the services, and in the event the Consultant failing to execute the Contract, the Client, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
44. Liquidated Damages	44.1	If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance

		Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.
	44.2	The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.
<b>E. Obligations of the Client</b>		
45. Assistance and Exemptions	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> <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 <b>the SCC</b>.</li> </ul>
46. Access to project site	46.1	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 Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.
47. Change in the Applicable Law Related to Taxes and Duties	47.1	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 amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in <b>GCC</b> 50.2 [Cost Estimate of

		Services: Ceiling Amount].
48. Services, Facilities and Property of the Client	48.1	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 <b>Appendix 5A</b> to the contract at the times and in the manner specified in said <b>Appendix 5A</b> .
	48.2	In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix 5A</b> to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 50.3 [Cost Estimate of Services: Ceiling Amount].
49. Counterpart Personnel	49.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix 5B</b> to the contract.
	49.2	If counterpart personnel are not provided by the Client to the Consultant as and when specified in <b>Appendix 5B</b> , the Client and the Consultant shall agree on <ul style="list-style-type: none"> <li>(a) how the affected part of the Services shall be carried out, and</li> <li>(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3 [Payments General].</li> </ul>
	49.3	Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
	49.4	The Authorised Representative from the Client as specified in GCC 16.1 [Authorized Representative] shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.

<b>F. Payments to the Consultants</b>		
50. Cost Estimate of Services: Ceiling Amount	50.1	An estimate of the cost of the Services is set forth in <b>Appendix 6</b> to the contract.
	50.2	Except as may be otherwise agreed under GCC 22 [Modifications or Variations] and subject to GCC 50.3, payments under this Contract shall not exceed the ceiling specified in <b>the SCC</b> .
	50.3	Notwithstanding GCC 51.2, if pursuant to any of the GCC 48 [Services, Facilities and Property of the Client], GCC 49 [Counterpart Personnel] or GCC 51 [Payments General], the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 50.1, the ceiling set forth in GCC 50.2 shall be increased by the amount of any such additional payments.
51. Payments: General	51.1	All payments under this Contract shall be made to the account of the Consultant specified in <b>the SCC</b> .
	51.2	With the exception of the final payment under GCC 57 [Final Payments] do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
52. Lump Sum Remuneration	52.1	Subject to the ceiling specified in <b>GCC 50.2</b> [Cost Estimate of Services: Ceiling Amount], the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursable, and all other costs incurred by the Consultant in carrying out the Services described in <b>Appendix 1</b> . The contract price may only be increased above the amounts stated in <b>GCC 50.2</b> , if the Parties have agreed to additional payments in accordance with <b>GCC 22.1</b> [Modifications and Variations].
53. Modes of Payment	53.1	Payments in respect of the Services shall be made as specified in <b>GCC</b> from 54 to 57.
54. Currency of payments	54.1	The currency of payments shall be as specified in <b>the SCC</b>
55. Advance Payment	55.1	<p>If so specified in <b>the SCC</b>, 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 <b>the SCC</b>. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:</p> <p style="padding-left: 40px;">(a) remain effective until the Advance Payment has been fully offset; and</p>

		(b) be in the format as shown in <b>Appendix 7</b> .
	55.2	The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in <b>the SCC</b> until said Advance Payment has been fully offset.
56. Interim Payments	56.1	Payment will be made according to the payment schedule stated in <b>the SCC</b> subject to the provision of advance payment stated in <b>GCC 55</b> [Advance Payment]. Any other payment shall be made after the conditions listed in <b>the SCC</b> for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
	56.2	The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the invoices with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.
	56.3	Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
57. Final Payment	57.1	The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. .
	57.2	The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement.
	57.3	The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client
58. Suspension of Payments	58.1	The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:  (a) shall specify the nature of the failure, and  (b) shall request the Consultant to remedy such failure

		within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
59. Interest on Delayed Payments	59.1	If the Client delays payments beyond the due date, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in <b>the SCC</b> .
<b>G. Time Control</b>		
60. The Services to Be Completed by the Intended Completion Date	60.1	The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
61. Early Warning	61.1	If at any time during execution of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, it's likely duration, and its cause.
	61.2	As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
62. Extension of the Intended Completion Date	62.1	In the event the Consultant is unable to complete the assignment by the Intended Completion Date he may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
63. Progress Meetings	63.1	The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
	63.2	The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action.  The Minutes and records under this <b>GCC</b> 63.2 shall be signed by the Parties

<b>H. Good Faith and Fairness in Operation</b>		
64. Good Faith	64.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
65. Fairness in Operation	65.1	The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.
	65.2	If during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with <b>GCC 75</b> [Settlements of Disputes].
<b>I. Termination and Settlement of Disputes</b>		
66. Termination for Default	66.1	The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
	66.2	Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in <b>the SCC</b> .
	66.3	Fundamental breaches of the contract shall include but shall not be limited to, the following: <ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to <b>GCC 58</b>[Suspension of Payments], within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication;</li> <li>(b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;</li> </ul>

		<p>(c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract;</p> <p>(d) Without prejudice to any other remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to <b>GCC</b> 75.2 [Settlements of Disputes];</p> <p>(e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to <b>GCC</b> 75.2 [Settlements of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or</p> <p>(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
67. Termination for Insolvency	67.1	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Client becomes bankrupt or otherwise insolvent; or</p> <p>(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.</p> <p>in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
68. Termination for Convenience	68.1	<p>The Client, by notice sent to the Consultant may, in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.</p>
69. Termination because of	69.1	<p>The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to</p>

Force Majeure		perform a material portion of the Services for a period of not less than sixty (60) days.
	69.2	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
	69.3	Force Majeure shall not include: <ul style="list-style-type: none"> <li>(a) Any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, or</li> <li>(b) Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</li> <li>(c) insufficiency of funds or failure to make any payment required hereunder</li> </ul>
	69.3	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
70. Measures to be Taken on Force Majeure	70.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	70.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

	70.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	70.4	<p>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>
71. Cessation of Rights and Obligations	71.1	<p>Upon termination of the Contract pursuant to <b>GCC 19</b> [Termination of Contract for Failure to Become Effective], <b>GCC 66</b> [Termination for Default], <b>GCC 67</b> [Termination for Insolvency], <b>GCC 68</b> [Termination for Convenience] and <b>GCC 69</b> [Termination because of Force Majeure], or upon expiration of this Contract pursuant to <b>GCC 21</b> [Expiration of Contract], all rights and obligations of the Parties hereunder 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 <b>GCC 35</b>;</li> <li>(c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in <b>GCC 38</b>; and</li> <li>(d) any right which a Party may have under the Applicable Law.</li> </ul>
72. Cessation of Services	72.1	<p>Upon termination of the Contract by notice of either Party to the other pursuant to <b>GCC 66</b> [Termination for Default], <b>GCC 67</b> [Termination for Insolvency], <b>GCC 68</b> [Termination for Convenience] or <b>GCC 69</b> [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by <b>GCC 41</b> [Proprietary Rights on Documents Prepared by the Consultant] or <b>GCC 42</b> [Proprietary Rights on Equipment and Materials</p>

		Furnished by the Client].
73. Payment upon Termination	73.1	<p>Upon termination of the Contract pursuant to <b>GCC 66</b> [Termination for Default], <b>GCC 67</b> [Termination for Insolvency], <b>GCC 68</b> [Termination for Convenience] or <b>GCC 69</b> [Termination because of Force Majeure], the Client shall make the following payments to the Consultant:</p> <p>(a) remuneration pursuant to <b>GCC 53.2</b> [Remuneration and Reimbursable Expenses] for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to <b>GCC 53.3</b> for expenditures actually incurred prior to the effective date of termination; and</p> <p>(b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</p> <p>Payment to the Consultant under clause 74.1 [Disputes About Events of Termination] shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination</p>
74. Disputes about Events of Termination	74.1	<p>If either Party disputes whether an event specified in <b>GCC 66</b> [Termination for Default], <b>GCC 67</b> [Termination for Insolvency], or <b>GCC 68</b> [Termination for Convenience] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to <b>GCC 75</b> [Settlement of Disputes], and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
	74.2	<p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to <b>GCC 75</b>.</p>
75. Settlement of Disputes	75.1	<p><u>Amicable Settlement</u></p> <p>(a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>(b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within</p>

Section 8- General Conditions of Contract

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		fourteen (14) days following the response of that Party, Clause GCC 75.2 shall apply.
	75.2	<u>Arbitration</u> Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the laws of Tanzania and in the place shown in <b>the SCC</b> .

## SECTION 9: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. ***The notes in Italics are only intended to guide the PE in filling in the Special Conditions of Contract. They should not appear in the Final SCC to be issued to prospective Tenderers***

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Clients name and Address	<b>1.1(a)</b>	The Client is [ <i>name, address and name of authorized representatives</i> ]
2.	Consultant's Name and address	<b>1.1(d)</b>	The Consultant is [ <i>Name, address and name of authorized representatives</i> ]
3.	Intended Completion Date	<b>1.1 (k)</b>	The Intended Completion Date is [ <i>enter date</i> ]
4.	Phasing of the Assignment	<b>4.5</b>	The assignment is to be completed in the following phases:  [ <i>state "None", if not applicable</i> ]
5.	Other Documents Forming Part of Contract	<b>5.1 (h)</b>	Other documents which will form part of the contract are: [ <i>List additional documents which will port part of the contract</i> ]
6.	Eligible Countries	<b>6.1</b>	Non eligible countries are:.....
		<b>6.2</b>	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in [ <i>state countries</i> ]
7.	Governing Language	<b>7.1</b>	The governing language shall be [ <i>state language</i> ].
8.	Addresses for Communications and Notices.	<b>11.1&amp; 11.2</b>	The addresses for <u>Communications and Notices</u> are: <b>Client</b> : Attention : Facsimile : E-mail :

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			<b>Consultant</b> : Attention : Facsimile : E-mail :
9.	Location of Performing the Services	<b>14.1</b>	The services shall be performed at: <i>[specify the location where the services will be performed]</i>
10.	Name of Member in Charge of a JV	<b>15.1</b>	The Member in Charge is <i>[insert name of member]</i> .  <b>Note:</b> <i>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 <b>the SCC</b>.</i>
11.	Authorized Representatives	<b>16.1</b>	The Authorised Representatives are:  <b>For the Client</b> :  <b>For the Consultant</b> :
12.	Effectiveness Conditions	<b>18.1</b>	The effectiveness conditions are the following: <i>[insert conditions]</i>  <b>Note:</b> <i>List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by Client of advance payment guarantee (see <b>GCC</b> 53. If there are no effectiveness conditions, then state so above.</i>
13.	Date of Effectiveness of Contract	<b>19.1</b>	The time period shall be <i>[insert time period, e.g.: four months]</i> .
14.	Number of Days to Start Assignment	<b>20.1</b>	The time period shall be <i>[insert time period, e.g.: four months]</i> .
15.	Duration of Contract	<b>21.1</b>	The time period shall be <i>[insert time period, e.g.: twelve months]</i> .
16.	Project Manager	<b>28.1</b>	The Consultant ( <i>shall/ shall not</i> ) be required to

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			deploy a Project Manager for the Assignment
17.	Notification of Claims, Losses and Damages	<b>36.5 (a)</b>	The number of months shall be <i>[insert number, e.g.: twelve]</i>
18.	Ceiling on Consultant's Liability	<b>36.5 (b)</b>	The ceiling on Consultant's liability shall be limited to <i>[insert amount] not less than total payments expected to be made under the Consultant's contractor or proceeds the Consultants is entitled to receive under its insurance, whichever is higher]</i>
19.	Insurance to be Taken Out by the Consultant.	<b>37.1(a)</b>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i>;</li> <li>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i>;</li> <li>(c) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i>;</li> <li>(d) Client's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and</li> <li>(e) 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><i>[delete what is not applicable]...</i></p>

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
20.	Other Actions Requiring Clients Approval	<b>39.1 (c)</b>	<p>The other actions are: <i>[insert actions]</i>.</p> <p><i>Note: If there are no other actions, then state so above. If the Services consist of or include the supervision of civil works, the following action should be inserted:</i></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>
21.	Restriction on Use of Documents	<b>41.2</b>	<p><b>Note:</b> <i>If there is to be no restriction on the future use of these documents by either Party, then state so above. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></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>“The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.”</p> <p>“Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.”</p>
22.	Performance Security, Performance Securing Declaration and ES Performance Security	<b>43.2</b>	<p><i>(Performance Security/ Performance Securing Declaration) is applicable.</i></p> <p>In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]-delete if not applicable,</i></p> <p>Environment and Social (ES) Performance Security <i>(shall/ Shall not be applicable).</i></p> <p>If applicable <i>[insert the amount and currency or currencies].</i></p> <p><i>Note: Values of Performance Security and ES Security shall not exceed 10% of the Contract Sum</i></p>

Section 9- Special Conditions of Contract

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
23.	Assistance to be Provided by the Client	<b>45.1(d)</b>	<i>Note: List here any assistance to be provided by the Client. If there is no such other assistance, then state "None".</i>
24.	Ceiling of Payments	<b>50.2</b>	The ceiling is: <i>[insert amount]</i>
25.	Account for Payments	<b>51.1</b>	The account (s) is (are): <i>[insert account(s)]</i> .
27.	Reimbursable Expenses	<b>52.4</b>	The Reimbursable expenses are set forth in Appendix 6 to the Contract
28.	Currency of Payment.	<b>54.1</b>	<b>The currency [currencies] of payment shall be the following:</b> <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>
29.	Advance Payment	<b>55.1</b>	The following provisions shall apply to the advance payment and the advance payment guarantee:  An advance payment <i>[insert amount]</i> in Tanzania Shillings shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.
30.	Repayment of Advance Payment	<b>55.2</b>	The number of months for which the Advance payment will be offset is <i>[insert number]</i> months.
31.	Payment Schedule	<b>56.1</b>	Payments shall be made in accordance with the following payment schedule  <i>(insert the payment schedule)</i>
32.	Conditions to be met for other payments	<b>56.1</b>	Insert conditions to be met to qualify for other payments  .....
33.	Interest on Delayed Payments	<b>59.1</b>	The interest rate on delayed payment is: <i>[insert rate]</i> .
34.	Period of Notice of Termination	<b>66.2</b>	For contract of less than 90 days written notice of termination will be given to the other party in <i>[insert number of days]</i> days

Section 9- Special Conditions of Contract

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<b>Ser. No.</b>	<b>Required Information/Data</b>	<b>GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
35.	Place of arbitration	<b>75.2</b>	The place of Arbitration is <i>[state place]</i> .

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

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

## Notice of Intention to Award a Contract

*[Letter head paper of the PE]*

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

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

**RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER** *[insert No of contract]* **FOR** *[insert description]*

Reference is made to the above subject matter.

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

Your proposal was not considered for award of the contract due to the following reasons<sup>101</sup>

- 1) .....
- 2) .....
- 3) .....

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of PE: .....

\_\_\_\_\_

<sup>10</sup> Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

## Letter of Acceptance

*[letterhead paper of the Procuring Entity]*

[Date]

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

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

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

You are requested to furnish the Performance Securing Declaration or Performance Security<sup>11</sup> and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 14 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** included in Section 10, Contract Forms.

Authorized Signature:.....

.....  
.....

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

Name of PE: \_\_\_\_\_

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

**Attachment: Contract Agreement**

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<sup>11</sup> Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under exclusive preference

### 3. Form of Agreement

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

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

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

#### WHEREAS

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

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

- 1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
  - (a) Form of Agreement;
  - (b) Letter of Acceptance
  - (c) Minutes of Negotiations (if any)
  - (d) Special Conditions of Contract (SCC);
  - (e) General Conditions of Contract (GCC),
  - (f) The Appendices (1 to 6).

**[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**

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

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

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

**THE PROCURING ENTITY**

**THE CONSULTANT**

Name: .....

Name: .....

*(Authorized Representative)*

*(Authorized Representative)*

Designation: .....

Designation: .....

Signature: .....

Signature: .....

Date: .....

Date: .....

**WITNESS**

**WITNESS**

Name: .....

Name: .....

Designation: .....

Designation: .....

Signature: .....

Signature: .....

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

**PERFORMANCE SECURING DECLARATION<sup>12</sup>**

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

Corporate Seal (where appropriate)

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<sup>12</sup> Used as an alternative performance security for Contracts whose value fall under Regional Exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.

## 4. Bank Guarantee for Advance Payments

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

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

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

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

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

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

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

## 5. Performance Bank Guarantee [Unconditional]

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

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

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

**Date:** [insert date]

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

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

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

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

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

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date

## 6. Performance Bond

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

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

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

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

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

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

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

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

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

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

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

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

## 7. Environmental and Social (ES) Performance Security

### ESHS Demand Guarantee

*[Guarantor letterhead]*

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 11: 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 leave and vacation, 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 hereunder cost estimates:

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

