



**TANZANIA REVENUE AUTHORITY**  
ISO 9001:2008 CERTIFIED

**STANDARD REQUEST FOR PROPOSAL  
FOR THE SELECTION OF  
CONSULTANT SERVICES FOR  
PROVISION OF CONSULTING SERVICES TO REVIEW AND  
STRENGTHEN THE CAREER PATHWAY**

***PROPOSAL PACKAGE NO: AE/023/2014-15/HQ/C/026***

***JULY, 2015***



## **Letter of Invitation**

## **Section 1: Information to Consultants**

### **A. General**

1. Scope of Proposal
  - 1.1 The Procuring Entity, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the supply of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
  - 1.2 The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the PDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
  - 1.3 The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Procuring Entity's satisfaction before work begins on the next phase.
  - 1.4 Throughout this RFP:
    - (a) the term "in writing" means communicated in written form with proof of receipt;
    - (b) if the context so requires, singular means plural and vice versa; and
    - (c) "day" means calendar day.
2. Source of Funds
  - 2.1 The Procuring Entity has been allocated public funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
  - 2.2 For the purpose of this provision, "public funds" means monetary resources appropriated to procuring entities as defined in the Public Procurement Act No. 7 of 2011.
  - 2.3 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

3. Corrupt, Fraudulent, Collusive or Coercive Practices
- 3.1 The Government requires that Procuring Entities, as well as Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
- 3.2 In pursuance of this requirement, the Procuring Entity shall
- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
  - (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for, or in executing, a contract under public fund.
- 3.3 Should any corrupt fraudulent, collusive, obstructive or coercive practices of any kind referred to in ITC Sub-Clause 3.4 come to the knowledge of the Procuring Entity, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a) “*collusive practice*” means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice;
  - (b) “*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;
  - (c) “*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 tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(d) “*obstructive practice*” means acts intended to materially impede access to required information in exercising a duty under the Act;

(e) “*coercive practice*” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

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

3.6 The Government requires that the Procuring Entity’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Consultants

4.1 Only short-listed Consultants are eligible to submit proposals. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association 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 joint venture, consortium, or association during the selection process and, in the event the joint venture, consortium, or association 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 Procuring Entity.

4.2 Any proposal from a joint venture, consortium or association 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 and shall not be substantially altered without prior written approval of the Procuring Entity.

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

4.4 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 Consultants and individuals may be ineligible if –

- (a) such person is declared bankrupt or, in the case of company or Consultant insolvent;
- (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;
- (c) legal proceedings are instituted against such person, company or Consultant involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
- (d) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct;
- (e) the person or Consultant is debarred and blacklisted in accordance with section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, breach of a procurement contract, and making false representation about his qualifications during selection proceeding or other grounds as may be deemed necessary by the Authority company or Consultant is found guilty of serious misrepresentation with regard to information required for participation to submit proposals.

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 procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

4.8 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 their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

5. Conflict of Interest      5.1 General

- (a) The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Procuring Entity's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in ITC Sub Clauses 5.2 to 5.4. "COI" shall mean a situation in which a Consultant provides biased professional advice to a Procuring Entity in order to obtain from that Procuring Entity an undue benefit for himself or affiliate(s)/associate(s).

5.2 Conflicting Activities

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

5.3 Conflicting Assignments

- (a) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advise Procuring Entity of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for



the assignment in question.

5.4 Conflicting Relationships

- (a) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

Unfair Competitive Advantage

- 5.5 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 Client shall indicate in the **PDS** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

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| 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        | <p>7.1 The Consultant, at the Consultant's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services.</p> <p>7.2 The Consultant should ensure that the Procuring Entity is advised of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>7.3 The costs of visiting the Site shall be at the Consultant's own expense.</p> |

**B. Request for Proposal**

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| 8. RFP Sections | <p>8.1 The Sections comprising the Request for Proposal are listed below.</p> <p>Section 1 : Instructions to Consultants (ITC)</p> <p>Section 2 : Proposal Data Sheet (PDS)</p> <p>Section 3 : General Conditions of Contract (GCC),</p> <p>Section 4 : Special Conditions of Contract (SCC),</p> <p>Section 5 : Proposal and Contract Forms</p> <p style="padding-left: 40px;">A. Technical Proposal: Standard Forms</p> |
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B. Financial Proposal: Standard Forms

C. Form of Contract

D. Appendices

Section 6: Terms of Reference (TOR)

Section 7: Undertaking by Consultant on Anti - Bribery Policy/  
Code of Conduct and Compliance Program

8.2 The Procuring Entity is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Procuring Entity.

8.3 The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.

9. RFP  
Clarification

9.1 A Consultant requiring any clarification of the RFP shall contact the Procuring Entity in writing or in electronic forms that provide record of the content of the communication at the Procuring Entity's address indicated in the **PDS**. The Procuring Entity will respond in writing or in electronic forms that provide record of the content of the communication to any request for clarification received fourteen (14) days prior to the dead line for submission of proposals.

9.2 The Procuring Entity shall respond within three (3) working days of receipt query. The Procuring Entity shall forward copies of its response to all those short listed Consultants, including a description of the enquiry but without identifying its source.

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

10. Pre-  
proposal  
meeting

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

10.2 The Consultant is requested, as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of the communication to reach the Procuring Entity not later than the period specified in the **PDS** before the meeting.

10.3 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted

without delay to all the short-listed Consultants not later than the period specified in the **PDS** after the date of the meeting. Any modification to the RFP listed in ITC Clause 9.1 that may become necessary as a result of the pre-Proposal meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITC Clause 11 and not through the minutes of the pre-Proposal meeting.

11. RFP  
Amendment

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

11.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing or in electronic forms that provide record of the content of the communication to all the short-listed Consultants.

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

11.4 Where Procuring Entity decides to extend the submission date, the notice of any extension of the deadline shall be given promptly to Consultants to which the Procuring Entity issued the Request for Proposal.

### C. Proposal Preparation

12. Only one  
Proposal

12.1 A short listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal.

13. Proposal:  
Preparation  
Costs

13.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

14. Proposal:  
Language

14.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the **PDS**. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes

of interpretation of the Proposal, such translation shall govern.

14.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

15. Proposal:  
Documents

15.1 The Proposal prepared by the Consultant shall comprise the following:

- (a) Technical Proposal;
- (b) Financial Proposal;
- (c) Documentary evidence establishing the Consultant's eligibility;
- (d) Post-qualification Information; and
- (e) Any other document required as stated in the **PDS**.

16. Proposal:  
Preparation

16.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

16.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 17 and 18 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.

16.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 19 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.

16.4 All the forms mentioned in ITC Sub-Clauses 16.2 and 16.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.

17. Technical  
Proposal  
Preparation

17.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub-Clause 17.2 to 17.7 inclusive.

17.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the Procuring Entity shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the Procuring Entity, which must be obtained prior to the submission of a proposal. A short listed Consultant associating another firm as sub

consultant at the time of submission of proposal will not require prior permission of the Procuring Entity. For such cases, the Proposal shall be submitted in the name of the short listed Consultant. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.

17.3 For QCBS or Least Cost Selection based assignments, the estimated number of Professional staff-months is indicated in the **PDS**; however the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

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

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

17.6 Alternative experts shall not be proposed, and only one curriculum vita (CV) may be submitted for each position. The curriculum vitae of the key staff shall be signed by the CV holder and an authorized official of the Consultant.

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

18. Technical Proposal:  
Format and Content

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

- (a) Form 5A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant;
- (b) Form 5A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants / Professional staff / experts who participated, duration of the assignment, contract

amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Procuring Entity as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity;

- (c) Form 5A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Procuring Entity;
- (d) Form 5A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 5A5) and should be in the form of a bar chart showing the timing proposed for each activity;
- (e) Form 5A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks;
- (f) Form 5A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities;
- (g) Form 5A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal;
- (h) Form 5A9: Proposal Securing Declaration
- (i) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the **PDS** specifies training as a major component of the assignment; and
- (j) Any additional information that might be requested in the **PDS**.

18.2 The Technical Proposal shall not include any financial information.

## 19. Financial

19.1 The Financial Proposal shall provide the following information

Proposal Format and Content	<p>using the attached Standard Forms (Section 5B):</p> <ul style="list-style-type: none"> <li>(a) Form 5B1: Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form;</li> <li>(b) Form 5B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;</li> <li>(c) Form 5B3: being the breakdown of costs against staff remuneration;</li> <li>(d) Form 5B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the <b>PDS</b>; and</li> <li>(e) Form 5B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.</li> </ul> <p>If appropriate, all these costs should be broken down by activity.</p>
20. Taxes	<p>20.1 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Procuring entity will state in the <b>PDS</b> if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.</p>
21. Procuring Entity Inputs	<p>21.1 The Procuring Entity 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> <li>(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.</li> </ul>
22. Alternative Proposals	<p>22.1 Unless otherwise stated in the <b>PDS</b>, alternative proposals shall not be considered. Where the Request for Proposal 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.</p>

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| 23. Proposal Prices                                     | <p>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.</p> <p>23.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC Clause 43.</p>  |
| 24. Proposal Currency                                   | <p>24.1 All prices shall be quoted in currency (ies) as stated in the <b>PDS</b>.</p>   |
| 25. Proposal Validity and Proposal Securing Declaration | <p>25.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the Procuring Entity.</p> <p>25.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Procuring Entity will make its best effort to complete negotiations within this period.</p> <p>25.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Procuring entity may request Consultants to extend the validity period of their proposals. The request and the responses shall be made in writing. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the evaluation proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.</p> <p>25.4 Pursuant to ITC Clause 18.1, unless otherwise specified in the <b>PDS</b> the Consultant shall furnish as part of its Proposal, a proposal security in original form of Proposal Securing Declaration as specified in the <b>PDS</b> in the format provided in Form 5A9.</p> <p>25.5 The Proposal Securing Declaration is required to protect the Procuring Entity against the risk of Consultant's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 25.8.</p> <p>25.6 Any Proposal not accompanied by a Proposal Securing Declaration in accordance with sub-Clauses 25.4 shall be rejected by the Procuring Entity as non-responsive, pursuant to Clause 36.1.</p> <p>25.7 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> |



25.8 The successful Consultant's Proposal Securing Declaration will be discharged upon the Tenderer signing the contract, pursuant to ITC Clause 47, and furnishing the performance security, pursuant to ITC Clause 48.

25.9 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time indicated in the Proposal Securing Declaration:

- (a) if the Consultant withdraws its Proposal, except as provided in sub-Clauses 25.3 or
- (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:
  - (i) sign the contract, or
  - (ii) furnish the required performance security

26. Proposal  
Format and  
Signing

26.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 18.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 19.1 and clearly mark them "ORIGINAL".

26.2 The Consultant shall prepare the number of copies as specified in the **PDS** of each Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

26.3 The original and all copies of the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.

26.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

#### **D. Proposal Submission**

27. Proposal:  
Sealing and  
Marking

27.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".

27.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a

warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

27.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

- (a) bear the name and address of the Consultant;
- (b) be addressed to the Procuring Entity at the address specified in the **PDS**;
- (c) bear the name of the Proposal as specified in the **PDS**; and
- (d) bear a statement “DO NOT OPEN BEFORE .” The date for opening as specified in the **PDS**.

27.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement, or premature opening of the Proposal.

27.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

28. Proposal:  
Submission  
Deadline

28.1 Proposals must be received by the Procuring Entity at the address specified under ITC Sub-Clause 27.3 no later than the date indicated in the **PDS**.

28.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Procuring Entity shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was received.

28.3 The Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 11, in which case all rights and obligations of the Procuring Entity and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

29. Proposal  
Submitted  
Late

29.1 Any Proposal received by the Procuring Entity after the deadline for submission of Proposals, in accordance with ITC Clause 28 shall be declared late, will be rejected, and returned unopened to the Consultant.

30. Proposal  
Modification,  
Substitution  
or  
Withdrawal

30.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 26.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITC Clause 27 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION," "SUBSTITUTION," or "WITHDRAWAL;" and
  - (b) received by the Procuring Entity prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 28.
- 30.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 30.1 shall be returned unopened to the Consultants.
- 30.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 28.

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

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| 31. Technical Proposal Opening | <p>31.1 The technical proposals shall be opened in public immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p> <p>31.2 The Procuring Entity shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC Clause 37.</p> <p>31.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 29.</p>   |
| 32. Confidentiality            | <p>32.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.</p> <p>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 Procuring Entity.</p> |
| 33. Proposal Clarification     | <p>33.1 The Procuring Entity may, in writing or in electronic forms that provide record of the content of the communication, ask</p>  |

Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be in writing or in electronic forms that provide record of the content of the communication and no change in the substance of the Proposal shall be sought, offered or permitted.

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| 34. Contacting the Procuring Entity               | <p>34.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the Procuring Entity.</p> <p>34.2 Any effort by a Consultant to influence the Procuring Entity in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.</p>  |
| 35. Examination of Conflict of Interest Situation | <p>35.1 During the evaluation of the Technical Proposals, the Procuring Entity shall ascertain that no new COI situations have arisen since the Consultant was short-listed. If the Procuring Entity identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.</p> <p>35.2 If a Consultant or its affiliate is found to be in a COI during the technical evaluation, the Procuring Entity shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.</p> <p>35.3 If a Consultant has been found to mislead the Procuring Entity by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.</p> |
| 36. Proposal: Technical Evaluation                | <p>36.1 The Procuring Entity shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC Sub-Clause 36.2.</p> <p>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>.</p> <p>36.3 Innovativeness will be appreciated, including workable</p>  |

suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Procuring Entity that work associated with implementation of any such improvements are included in the inputs shown on the Consultant's staffing schedule.

37. Financial  
Proposal  
Opening

37.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the Procuring Entity shall notify in writing or in electronic forms that provide record of the content of the communication, those Consultants that have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The date of opening of financial proposals shall not be sooner than fourteen (14) days after the notification date and the financial proposals shall be opened publicly in the presence of representatives of the Consultants who choose to attend. Where all Consultants are qualified to have their financial proposals opened in the case of quality and cost based selection or in the case of quality and least cost selection, the Procuring Entity 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 The Procuring Entity shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.

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

38. Proposal:  
Financial  
Evaluation

38.1 The Evaluation Committee will review the detailed content of each Financial Proposal. During the review, the committee and any Procuring Entity staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

- 38.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the Procuring Entity will cost them and add their cost to the offered price) and correct any computational errors. The evaluation shall exclude all local taxes, duties and other charges imposed under the Applicable Law.
- 38.3 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **PDS**.
39. Correction of Arithmetical Errors
- 39.1 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - (d) Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **PDS**.
- 39.2 The Procuring Entity shall give prompt notice of any such correction to the Consultants who submitted proposals. If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.
40. Proposal: Combined Evaluation
- 40.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **PDS**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 41 to 45.
- 40.2 In the case of Fixed-Budget Selection, the Procuring Entity will select the firm that submitted the highest ranked

Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC Clauses 41 to 45.

- 40.3 In the case of the Least-Cost Selection, the Procuring Entity will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC Clauses 41 to 45.
41. Post-qualification of Consultant
- 41.1 The Procuring Entity shall conduct post-qualification to determine whether the Consultant with the best evaluated proposal has the capability, legal capacity and resource 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.
- 41.2 The criteria for post-qualification or due diligence shall be set out in the request for proposal and 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 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;
  - (c) financial requirements: to verify, validate and ascertain the audited financial statements of the consultant and the financial proposal;
  - (d) knowledge of local working conditions;
  - (e) current commitments;
  - (f) litigation record; or
  - (g) any other relevant criteria.

Where the first ranked consultant does not meet the post qualification criteria-

- (a) the proposal shall be rejected; and
- (b) where applicable, post-qualification shall be conducted to the next ranked consultant.

The Procuring Entity shall use post-qualification criteria stated in the **PDS**.

- 41.3 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.
- 42. Proposal Negotiation: Technical
  - 42.1 Negotiations will be held at the address indicated in the **PDS**. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Procuring Entity may specify. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultant will finalise the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “**Description of Services**”. Special attention will be paid to clearly defining the inputs and facilities required from the Procuring Entity to ensure satisfactory implementation of the assignment. The Procuring Entity shall prepare minutes of negotiations that will be signed by the Procuring Entity and the Consultant.
- 43. Proposal Negotiation: Financial
  - 43.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine-tune the duration of experts’ inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.



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| 44. Availability of Professional staff/experts | 44.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff/experts will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. |
| 45. Proposal Negotiations : Conclusion         | 45.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Procuring Entity and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the Procuring Entity shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the Procuring Entity to reject all proposals.  |

#### **F. Contract Award**

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| 46. Contract Award | 46.1 After completing negotiations and prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all Consultants who participated in the selection process in question giving fourteen (14) days cool-off period within which to submit complaints to the Procuring Entity thereof, if any.  |
|                    | 46.2 Where no complaints have been lodged, the Consultant whose proposal has been accepted will be notified of the award by the Procuring Entity prior to expiration of the proposal validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity 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"). |
|                    | 46.3 The notification of award will constitute the formation of the Contract, subject to the furnishing the Performance Security in accordance with ITC Clause 48.1 and signing the Contract  |

in accordance with sub-Clause 47.2. Where a successful Consultant fails to sign the contract as required or to provide any required security for the performance of the contract, the Procuring Entity shall select the second ranked Consultant.

46.4 Upon the successful Consultant's furnishing of the Performance Security pursuant to ITC Clause 48.1, the Procuring Entity will promptly notify unsuccessful Consultants, the name of the winning Consultant and the Contract amount and will discharge the Tender Security or Tender securing declaration of the unsuccessful Consultant pursuant to ITC sub Clause 25.1. The Procuring Entity shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.

47. Signing of Contract      47.1 Promptly after notification, Procuring Entity shall send the successful Consultant the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.

47.2 Within twenty eight (28) days of receipt of the Contract Agreement Form, the successful Consultant shall sign and date the Contract and return it to the Procuring Entity.

47.3 The Procuring Entity shall promptly respond in writing or in electronic forms that provide record of the content of the communication to any unsuccessful Consultant who requests the Procuring Entity in writing or in electronic forms that provide record of the content of the communication to provide a brief statement of the reason (s) its proposal was not selected.

48. Performance Security      48.1 Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the **PDS** and the **Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

48.2 If the Performance Security is provided by the successful Consultant, and it shall be in the form specified in the **Proposal Data Sheet** which shall be in any of the following:

- (a) cash, certified cheque, cashier's or manager's cheque, or bank draft;
- (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;

- (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or
- (d) surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.

48.3 Failure of the successful Consultant to comply with the requirements of sub-Clause 48.1 shall constitute sufficient grounds for cancellation of the award and the Procuring entity may resort to awarding the Contract to the next ranked Consultant.

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| 49. Commence<br>ment of<br>Services | 49.1 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>PDS</b> . |
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## **G: Review of Procurement Decisions**

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| 50. Right<br>Review                             | 50.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.   |
| 51. Time Limit on<br>Review                     | 51.1 The Consultant shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.  |
| 52. Submission of<br>Applications for<br>Review | <p>52.1 Any application for administrative review shall be submitted in writing or in electronic forms that provide record of the content of communication to the Accounting Officer of a Procuring Entity and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the <b>Proposal Data Sheet</b>.</p> <p>52.2 The application for administrative review shall include:</p> <ul style="list-style-type: none"> <li>(a) details of the procurement requirements to which the complaint relates;</li> <li>(b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;</li> <li>(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;</li> </ul> |

- (d) documentary or other evidence supporting the complaint where available;
  - (e) remedies sought; and
  - (f) any other information relevant to the complaint.
- 52.3 The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.
- 53. Decision by the Head of Procuring Entity
  - 53.1 The Accounting Office shall, within fourteen (14) 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;
  - 53.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 52.1, the Consultant submitting the complaint or dispute or the procuring entity shall be entitled immediately thereafter to institute proceedings under sub-Clause 53.1 and upon instituting such proceedings, the competence of the Accounting Officer to entertain the complaint or dispute shall cease.
- 54. Review by the Public Procurement Appeals Authority
  - 54.1 Complaints or disputes which-
    - (a) are not settled within the specified period under ITC 53.1
    - (b) are not amicably settled by the accounting officer; or
    - (c) arise after the procurement contract has entered into force pursuant to ITC 47,
 shall be referred to the Appeals Authority within fourteen 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 53.1 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 51.1.
  - 54.2 PPAA may be contacted at the address shown in the **PDS**.

## Section 2: Proposal Data Sheet

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	The Procuring Entity is : <b>Tanzania Revenue Authority</b>
	The identification of the Request for Proposal is: <b>AE/023/2014-15/HQ/C/026</b>
	The Method of selection is: <b>Quality and Cost Based Selection</b>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>
1.3	The assignment is to be carried out in phases as follows: N/A
2.1	The source of Fund is: <b>TRA ABB FUNDS</b>
2.3	The name of the Development Partner is: <b>Not Applicable</b>
5.5	Unfair Competitive Advantage: <b>Not Applicable</b>
6.1	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in : <b>Refer PPRA Website</b>
9.1	For <b><u>clarification of proposals</u></b> the Procuring Entity 's address is: Attention: Secretary- TRA Tender Board Address: Tanzania Revenue Authority, P.O. Box 11491, Dar Es Salaam, Tanzania. Tel: +255 22 2119591/4, +255 22 2119638, Fax: +255 22 2119595 <b>E-mail:</b> <a href="mailto:secretarytratender@tra.go.tz">secretarytratender@tra.go.tz</a> , <a href="mailto:info@tra.go.tz">info@tra.go.tz</a>
10.1	A Pre-proposal Meeting will be held at: <b>Not Applicable</b>
10.2	Consultant should submit any questions it has in <b>14 days</b> before the meeting.
10.3	Minutes of the pre-Proposal Meeting will be transmitted to all short-listed Consultant ..... days after the date of the meeting: <b>NA</b>
14.1	The Proposal shall be written in the <b>English</b> language.

<b>15.1(e)</b>	Other documents required to be submitted with the proposal are: <b>None</b>
<b>17.3</b>	The estimated number of professional staff-months required for the assignment is: <b>Thirteen weeks</b>
<b>17.4</b>	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: <b>Not Applicable</b>
<b>17.5</b>	<p>The minimum required qualification and experience of professional staff are as follows:</p> <p><b>Team Leader</b></p> <p><i>The Team Leader of a group to be entrusted this task must have at least 10 years managerial experience in executing Human Resources Management functions), Must at least be engaged to provide consultancy in Human Resources matters for not less than 3 reputable organizations/institutions. In addition to this he/she must possess a <b>Master's Degree in Human Resources Management or any other related field.</b></i></p> <p><b>Other Key Staff</b></p> <p><i>Other Key staff to be involved in the program must have at least 5 years of experience in conducting Human Resources functions and possess at least <b>Master's Degree in Human Resources Management / Public Administration or its equivalent.</b></i></p>
<b>18.1(i)</b>	Additional information on the Technical Proposal includes: <b>None</b>
<b>19.1(d)</b>	<p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> <li>(1). Cost of locally procured items, office 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>(2). Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3). Cost of communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4). Cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services;</li> <li>(5). Cost of printing and dispatching of the Reports to be produced for the Services;</li> <li>(6). The cost of training of the Procuring Entity's personnel</li> </ol>

	<p>(7). Cost of any subcontract required for the Services in the TOR;</p> <p>(8). Other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(9). Cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<b>20.1</b>	The Consultant “is” subject to payment of taxes.
<b>21.1(a)</b>	<p>The Procuring Entity will provide the following inputs and facilities:</p> <p>Should the need arise, TRA will provide the necessary infrastructure in terms of office space and furniture to enable the Consultant fulfil the required obligations under this assignment. This will only be applicable for the staff associated with the project.</p>
<b>22.1</b>	Alternative Proposals will not be permitted.
<b>24.1</b>	State currency of the financial proposal: Financial Proposal will be in <b>three freely convertible currencies.</b>
<b>25.1</b>	Proposals must remain valid for <b>120 days</b> after the submission date
<b>25.4</b>	Indicate whether the Proposal is required to have a Proposal Securing Declaration: <b>YES. PROPOSAL SECURING DECLARATION IN THE PROVIDED FORMAT IN THE RFP IS REQUIRED</b>
<b>26.2</b>	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal and ONE copy and a Softcopy in a CD for the Technical Proposal.

<p><b>27.3(b)</b> <b>and</b> <b>28.1</b></p> <p>(c)</p> <p>(d)</p>	<p>The Proposal submission address is: Commissioner General, Tanzania Revenue Authority, TRA Headquarters, Room G15, Ground Floor, Sokoine Drive, Dar Es Salaam, Tanzania</p> <p>Postal Address: Commissioner General, Tanzania Revenue Authority, TRA Headquarters, P.O. Box 11491, Dar Es Salaam, Tanzania</p> <p>Information on the outer envelope should also include: The address as above and clearly marked:</p> <p><b>‘PROPOSALS FOR THE PROVISION OF CONSULTING SERVICES TO REVIEW AND STRENGTHEN THE CAREER PATHWAY’</b></p> <p><b>‘DO NOT OPEN EXCEPT IN THE PRESENCE OF THE ADHOC COMMITTEE’</b></p>
<p><b>28.1</b></p>	<p>Proposals must be submitted no later than the following: <b><i>August 12nd ,2015,Wednesday at 10.00hours local time</i></b></p>



<b>36.2</b>	The number of points to be given under each of the evaluation criteria are:	
	<b><u>Criteria, sub-criteria</u></b>	<b><u>Weights (%)</u></b>
	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	<b>Criteria, sub-criteria</b>	<b>Points (%)</b>
	<b>(i) Firm's general experience, <i>In previous related assignments</i></b> <b>a.</b> Specific experience of the Consultants relevant to the assignment.....20 <b>b.</b> General experience and reputation of the Consultants.....10	30
	<b>(ii) Understanding of the terms of reference, methodology and the overall quality of the proposal</b> <b>a.</b> Technical approach and methodology .....20 <b>b.</b> Work plan .....10 <b>c.</b> Organization and staffing ..... 5	35
	<b>(iii) Qualification of key personnel</b> The number of points to be given under each evaluation sub criteria for qualifications of staff are; <b>a.</b> General qualifications .....20 <b>b.</b> Adequacy for the assignment..... .15	35
	<b>Total Points :</b>	<b>100</b>
	The minimum Technical Score $S_t$ required to pass is: 75.	
<b>38.3</b>	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.	
<b>39.1 (d)</b>	The single currency for price conversions is: <b>Tanzanian Shilling</b> The source of official selling rate is: <b>Bank of Tanzania</b> The date of exchange rates is: <b>the date for opening of Proposals</b>	
<b>40.1</b>	The weights given to the Technical and Financial Proposals are:	

	T = 0.8, and P = 0.2
<b>41.2</b>	<p>The following post-qualification criteria shall apply:</p> <ul style="list-style-type: none"> <li>(a) legal requirements: to verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the consultant and the fact that it is not included in any “blacklist”;</li> <li>(b) technical requirements: to determine compliance of the consulting services offered with the requirements specified in the request for proposal including, where applicable verification and validation of the consultant’s stated competence and experience on similar contracts, and the competence and experience of the consultant’s key personnel to be assigned to the consulting services;</li> <li>(c) financial requirements: to verify, validate and ascertain the audited financial statements of the consultant and the financial proposal;</li> <li>(d) knowledge of local working conditions;</li> <li>(e) current commitments;</li> <li>(f) litigation record.</li> </ul>
<b>42.1</b>	<p>The address for contract negotiations is:</p> <p><i>Commissioner General, Tanzania Revenue Authority, TRA Headquarters, Board Room, Third Floor, Sokoine Drive, Dar Es Salaam, Tanzania</i></p>
<b>48.1</b>	The amount of Performance Security shall be: <b>N/A</b>
<b>48.2</b>	The Performance Security shall be in the form of: <b>N/A</b>
<b>49.1</b>	The assignment is expected to commence on September 2015 at Dar es salaam
<b>52.1</b>	<p>The address to serve a copy of complaint:</p> <p>Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 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>

<b>54.2</b>	<p>The address for Appeal to PPAA:  The Secretary,  Public Procurement Appeals Authority,  Sukari House 1st Floor,  P.O. Box 9310,  DAR ES SALAAM.  Tel: 2120451</p>
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### Section 3: General Conditions of Contract

#### A. General

1. Definitions      1.1      The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The “**Client**” is the party named in the SCC who engages the Consultant to perform the Services.
  - (b) “**Completion**” means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
  - (c) The “**Completion Date**” is the date of actual completion of the fulfilment of the Services.
  - (d) The “**Consultant**” is the organisation whose proposal to perform that may provide or Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
  - (e) “**Contract Agreement**” means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
  - (f) “**Contract Documents**” means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
  - (g) “**Day**” means calendar day.
  - (h) “**Effective Date**” means the date on which this Contract **comes** into force and effect pursuant to GCC Clause 18.
  - (i) “**GCC**” mean the General Conditions of Contract.
  - (j) “**Government**” means the Government of the United Republic of Tanzania.
  - (k) The “**Intended Completion Date**” is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
  - (l) “**Member**” means in case where the Consultant consists of a joint venture any of the entities that make up the joint venture ; and “**Members**” means all these entities.
  - (m) “**Month**” means calendar month
  - (n) “**Party**” means the Client or the Consultant, as the case may be, and “**Parties**” means both of them. Third party means any party other than Client as Consultant.
  - (o) “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and

assigned to perform the Services or any part t; and “Key Personnel” means the Personnel referred to in GCC Sub Clause 24.1.

- (p) **“Reimbursable expenses”** means all assignment-related costs other than Consultant’s remuneration.
- (q) **“Remuneration”** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (r) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (t) **“Sub-Consultant”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (u) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (v) **“Writing”** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission..

2. Contract Documents	2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
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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.
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| 3.2 | In pursuance of this requirement, the Client shall: <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, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;</li> </ul> |
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if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

- 3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
  - (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Client,
  - (c) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
  - (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
  - (e) “*obstructive practice*” means acts intended to materially impede access to required information in exercising a duty under the Act;
- 3.5 The Government requires that the Client’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Interpretation
- 4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the English language unless specifically defined.
- 4.2 Entire Agreement
- (a) The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
- 4.3 Amendment
- (a) No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Non-waiver
- (a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability
- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 4.6 Phased completion
- (a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the

Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

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| 5. Documents Forming the Contract and Priority of Documents | 5.1  | The following documents forming the contract shall be interpreted in the following order of priority:<br>(a) The Contract Agreement;<br>(b) The Special Conditions of Contract (SCC);<br>(c) The General Conditions of Contract (GCC),<br>(d) The Appendices (1 to 7).   |
| 6. Eligibility  | 6.1  | The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.   |
|   | 6.2  | All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.   |
| 7. Governing Language                                       | 7.1  | The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. |
|   | 7.2  | The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.  |
| 8. Applicable Law   | 8.1  | The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.   |
| 9. Contractual Ethics                                       | 9.1  | No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.   |
| 10. Joint Venture, Consortium or Association (JVCA)         | 10.1 | If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint  |



venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.

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| 11. Communi-<br>cations and<br>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 the SCC.   |
|   | 11.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later.  |
|   | 11.3 | A Party may change its address for notice 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<br>between<br>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 Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.   |
| 15. Authority of<br>Member in<br>Charge | 15.1 | In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.  |
| 16. Authorized<br>Representa-<br>-tives | 16.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.  |
| 17. Taxes and<br>Duties                 | 17.1 | The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.  |

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

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| 18. Effectiveness of Contract                               | 18.1 | The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.   |
| 19. Termination of Contract for Failure to Become Effective | 19.1 | If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 20. Commencement of Services                                | 20.1 | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.   |
| 21. Expiration of Contract                                  | 21.1 | Unless terminated earlier pursuant to GCC Clauses 63 to 66 , this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.   |
| 22. Modifications or Variations                             | 22.1 | Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Sub-Clause 49.2, 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**

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| 23. General                  | 23.1 | The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.   |
| 24. Description of Personnel | 24.1 | The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well. |
|                              | 24.2 | If required to comply with the provisions of GCC Clause 27 , adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:  |

- (a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;
  - (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Sub Clause 49.2 of the Contract; and
  - (c) any other such adjustments shall only be made with the Client's written approval.
- 24.3 If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC Sub Clause 49.2 of this Contract, this will be explicitly in the agreement.
- 25. Approval of Personnel
  - 25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
- 26. Working Hours, Overtime, Leave & Holidays
  - 26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.
  - 26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.
- 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** Any of the Personnel provided as a replacement under GCC Sub-Clauses 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,

- (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
- (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**28. Project Manager**

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

**D. Obligations of the Consultant**

**29. Standard of Performance**

**29.1** The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.

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| 30. Law Governing Services  | 30.1 | The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.  |
| 31. Conflict of Interests   | 31.1 | The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.   |
| 32. Consultant Not to Benefit from Com-missions, Discounts        | 32.1 | The remuneration of the Consultant pursuant to GCC Clauses 49 to 51 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Clause 33 , the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration. |
|   | 32.2 | Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.   |
| 33. Consultant and Affiliates not to Engage in Certain Activities | 33.1 | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.   |
| 34. Prohibition of Conflicting Activities                         | 34.1 | The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract.  |
| 35. Confidentiality   | 35.1 | Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall  |

the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

36. Liability of the Consultant
- 36.1 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- 36.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 36.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
  - (b) plagiarism or alleged plagiarism by the Consultant.
- 36.4 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 36.5 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 29 provided:
- (a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;
  - (b) that the ceiling on the Consultant's liability under GCC Clause 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall

not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and

- (c) that the Consultant's liability under GCC Clause 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

36.6 In addition to any liability the Consultant may have under GCC Clause 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 29.

36.7 Notwithstanding the provisions of paragraph (a) of this GCC Clause 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

37. Insurance  
to be taken  
out by the  
Consultant

37.1 The Consultant

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

38. Accounting,  
Inspection  
and  
Auditing

38.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and
- (b) periodically permit the Client or its designated

representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

- 38.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
39. Consultant's Actions Requiring Client's Prior Approval
- 39.1 The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
  - (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
  - (c) Any other action that may be specified in the SCC.
- 39.2 Notwithstanding any approval under Sub-Clause 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
40. Reporting Obligations
- 40.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
41. Proprietary Rights on Documents Prepared by the Consultant
- 41.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a



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

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| 42. Proprietary Rights on Equipment and Materials Furnished by the Client. | 42.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing 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 Security   | 43.1 Unless otherwise indicated in the SCC, the Consultant shall provide at his cost a Performance Security to guarantee the faithful performance of its obligations under this Contract, in amount and currencies stated in the SCC. The 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. The Performance Security shall be discharged by the Consultant 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.   |
| 44. Liquidated Damages   | 44.1 If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance   |

Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.

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

## **E. Obligations of the Client**

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| 45. Assistance and Exemptions                                | 45.1 The Client shall use its best efforts to ensure that the Government shall: <ul style="list-style-type: none"><li>(a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;</li><li>(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;</li><li>(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and</li><li>(d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.</li></ul> |
| 46. Access to Land   | 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 Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.   |
| 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 GCC Sub Clause 51.2.  |

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 Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
- 48.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC Sub Clause 51.3.
49. Payment
- 49.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC Clauses 51 to 57.
50. Counterpart Personnel
- 50.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
- 50.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on
- (a) how the affected part of the Services shall be carried out, and
  - (b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC Sub-Clause 51.3.
- 50.3 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.

#### **F. Payments to the Consultants**

51. Cost Estimate of
- 51.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract.

Services: Ceiling Amount	<p>51.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub-Clause 51.3, payments under this Contract shall not exceed the ceiling specified in the SCC.</p> <p>51.3 Notwithstanding GCC Sub-Clause 51.2, if pursuant to any of the GCC Clauses 48, 50 or 52, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub-Clause 51.1, the ceiling set forth in GCC Sub-Clause 51.2 shall be increased by the amount of any such additional payments.</p>
52. Payments: General	<p>52.1 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.</p> <p>52.2 With the exception of the final payment under GCC Clause 57, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
53. Lump-Sum Remune- ration	<p>53.1 Subject to the ceiling specified in GCC Sub-Clause 51.2, the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursable, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 51.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1.</p>
54. Modes of Payment	<p>54.1 Payments in respect of the Services shall be made as specified in GCC Clauses from 55 to 57.</p>
55. Advance Payment	<p>55.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:</p> <ul style="list-style-type: none"> <li>(a) remain effective until the Advance Payment has been fully offset; and</li> <li>(b) be in the format as shown in Appendix 7.</li> </ul> <p>55.2 The Advance Payment will be offset by the Client in a way specified in the SCC.</p>
56. Interim Payments	<p>56.1 Payment will be made according to the payment schedule stated in the SCC subject to the provision of advance payment stated in GCC Clause 55. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the</p>

Client specifying the amount due.

56.2 The Client shall pay the Consultant within sixty (60) 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. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

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. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

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.

**G. Time Control**

59. The  
Services to  
Be  
Completed  
by the  
Intended  
Completion

59.1 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.

Date

60. Early Warning
- 60.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
61. Extension of the Intended Completion Date
- 61.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
62. Progress Meetings
- 62.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 62.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

#### **H. Good Faith and Fairness in Operation**

- 63 Good Faith
- 63.1 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.
- 64 Fairness in Operation
- 64.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 76.

## **I. Termination and Settlement of Disputes**

### **65 Termination for Default**

65.1 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.

65.2 Fundamental breaches of the contract shall include but shall not be limited to, the following:

- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 58, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication;
- (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;
- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 76.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub-Clause 76.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.

### **66 Termination for Insolvency**

66.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if:

- (a) the Client becomes bankrupt or otherwise insolvent;
- (b) the Consultant becomes (or, if the Consultant consist

of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

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.

- |   |  |
|---|--|
| 67 Termination for Convenience          | 67.1 The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.   |
| 68 Termination because of Force Majeure | 68.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.  |
| 69 Force Majeure                        | <p>69.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>69.2 Force Majeure shall not include any:</p> <ul style="list-style-type: none"><li>(a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or</li><li>(b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</li></ul> |



- 69.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 70 No Breach of Contract 70.1 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.
- 71 Measures to be Taken on Force Majeure 71.1 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.
- 71.2 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.
- 71.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 71.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 72 Cessation of Rights and Obligations 72.1 Upon termination of the Contract pursuant to GCC Clauses 19, 65, 66, 67 or 68, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except
- (a) such rights and obligations as may have accrued on

- the date of termination or expiration;
  - (b) the obligation of confidentiality set forth in GCC Clause 35;
  - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 38; and
  - (d) any right which a Party may have under the Applicable Law.
- 73 Cessation of Services      73.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 65, 66, 67 or 68, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 41 or 42.
- 74 Payment upon Termination      74.1 Upon termination of the Contract pursuant to GCC Clauses 65, 66, 67 or 68, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to GCC Sub-Clause 53.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC Sub-Clause 53.3 for expenditures actually incurred prior to the effective date of termination; and
  - (b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
- 75 Disputes about Events of Termination      75.1 If either Party disputes whether an event specified in GCC clause 65, 66 or 68 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 76, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 75.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 76.

76 Settlement  
of Disputes

76.1 Amicable Settlement

- (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.

76.2 Arbitration

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

Section 4: Special Conditions of Contract	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Client is : <b>Tanzania Revenue Authority</b> The Consultant is:.....
1.1 (d)	The Intended Completion Date is: <b>Seventy Five days from the date of commencement of the assignment</b>
1.2	Consultants are invited to submit a <b>Technical Proposal</b> and a <b>Financial Proposal</b>
4.6	The assignment is to be completed in the following phases: N/A
6.1	Non eligible countries are: Refer to PPRA Website
6.2	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in: Refer to PPRA Website.
7.1	The governing language shall be: English
11.1	<p>The addresses for <b><u>Communications and Notices</u></b> are:</p> <p>Client: Tanzania Revenue Authority  Attention: Secretary to the TRA Tender Board,  Address: Tanzania Revenue Authority Headquarters,  Room No 15, Ground Floor,  Sokoine Drive, Dar Es Salaam, Tanzania</p> <p>City: Dar Es Salaam  Postal Code: P.O. Box 11491  Country: United Republic of Tanzania  Telephone: +255 22 211 9591/4  Facsimile number: +255 22 211 9595 / 212 8594  Electronic mail address: <a href="mailto:secretarytratender@tra.go.tz">secretarytratender@tra.go.tz</a></p> <p><b>Consultant :</b></p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>
15.1	<p>The Member in Charge is: .....</p> <p><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</i></p>

	<i>specified in Clause SCC 11 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.</i>
<b>16.1</b>	The Authorized Representatives are: <b>For the Client</b> :Director for Human Resource and Administration <b>For the Consultant:</b>
<b>18.1</b>	The effectiveness conditions are the following: <b><i>Signing of contract by both parties</i></b>
<b>19.1</b>	The time period shall be : <b><i>Within Seventy Five (75) days from the date of Acceptance Letter</i></b>
<b>20.1</b>	The time period shall be : <b>Seventy Five Days</b>
<b>21.1</b>	The time period shall be: <b>Seventy Five Days</b>
<b>28.1</b>	The person designated as Project Manager in Appendix C to the contract shall serve in that capacity, as specified in Clause 33.
<b>36.5 (a)</b>	The number of months shall be: <b>Seventy Five Days</b>
<b>36.5 (b)</b>	The ceiling on Consultant's liability shall be limited to: <b>Contract's amount for this assignment.</b>
<b>37.1(a)</b>	The risks and the coverage shall be as follows: <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 <b><i>Tzs500,000.00</i></b></li> <li>(b) Third Party liability insurance, with a minimum coverage of <b><i>Tzs1,000,000.00</i></b>;</li> <li>(c) Professional Liability insurance, with a minimum coverage of <b><i>Tzs1,000,000.00</i></b>;</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</li> </ul>

	Services.
<b>39.1(c)</b>	The other actions are: <b>None</b>
<b>41.1</b>	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>43.1</b>	Performance Security shall be: <b>N/A</b>
<b>45.1(d)</b>	<i>None</i>
<b>51.2</b>	The ceiling is: <b>As per the signed contract</b>
<b>52.1</b>	The account is: <b>To be provided by the Consultant</b>
<b>55.1</b>	The following provisions shall apply to the advance payment and the advance payment guarantee: <b>None</b>
<b>56.1</b>	<p>Payment shall be made according to the following schedule:</p> <p>a) 50% Advance payment Upon submission of Advance Bank Guarantee with the same amount</p> <p>b) 50% Upon submission and approval of the Final Report</p>
<b>56.3</b>	The interest rate is: the interest rate shall be 1% above the lending rate of scheduled banks in Tanzania.
<b>76.2(a)</b>	Any dispute, arising out of the 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 shall be referred to arbitration in accordance with the Laws of Tanzania, and the arbitral proceedings shall be conducted in Dar es Salaam.

## **Section 5: Proposal & Contract Forms**

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

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

- 5A1 Technical Proposal Submission Form
- 5A2 Consultant's Organization and Experience
  - a. Consultant's Organization
  - b. Consultant's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - a. On the Terms of Reference
  - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff
- 5A9 Proposal Securing Declaration

**Form 5A1 Technical Proposal Submission Form**

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes<sup>1</sup>.

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]<sup>2</sup>.

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

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

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

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

We remain,

Yours sincerely,

Authorised Signature [in full and initials]	
Name and title of Signatory	
Name of Firm	
Address	

<sup>1</sup>[In case Paragraph Reference 1.2 of the Proposal Data Sheet requires submitting a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

<sup>2</sup> [Delete in case no association is foreseen.]



## **Form 5A2    Consultant's Organization and Experience**

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### **1. Consultant's Organisation**

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

## 2. Consultant's Experience

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

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

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

  

Firm's Name:	
Authorised Signature:	

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

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**On the Terms of Reference**

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

**On Counterpart Staff and Facilities**

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

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

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

**Form 5A5 Work Schedule**

N°	Activity <sup>3</sup>	Months <sup>4</sup>												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

<sup>3</sup>Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>4</sup>Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

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

Professional Staff				
Name of Staff	Firm/Organisation	Area Expertise	of Position Assigned	Task Assigned

**Form 5A7 Staffing Schedule<sup>5</sup>**

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

<sup>5</sup>For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

<sup>6</sup>Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

<sup>7</sup>Field work means work carried out at a place other than the Consultant's home office.

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

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





## Form 5A9 Proposal Securing Declaration Form

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

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

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

To: *[insert **complete name of Procuring Entity**]*

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 Procuring Entity 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 Form of Tender; or
- (b) having been notified of the acceptance of our Proposal by the Procuring Entity 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 48.

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)

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

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

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

- 5B1 Financial Proposal Submission Form
- 5B2 Summary of Costs
- 5B3 Breakdown of Staff Remuneration
- 5B4 Breakdown of Reimbursable expenses
- 5B5 Breakdown of Taxes

## Form 5B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is 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 the date indicated in Clause Reference 25 of the Proposal Data Sheet.

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

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

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

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

Signed

In the capacity of:

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

Date:

**Form 5B2    Summary of Costs**

Cost Component	Costs
Staff Remuneration (1)	
Reimbursable Expenses (1)	
Sub-Total	
Local Taxes (1)	

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

**Form 5B3 Breakdown of Staff Remuneration**

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

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

**Form 5B4 Breakdown of Reimbursable Expenses**

N°	Description <sup>8</sup>	Unit	Unit Cost <sup>9</sup>	Quantity	[Indicate sub cost for each item] <sup>10</sup>			
	Per diem allowances	Day						
	Travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, etc.							
	materials, supplies, etc.							
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Other transportation costs							
	Office rent, clerical assistance							
	Others (specify)							
Total Costs								

<sup>8</sup>Delete items that are not applicable or add other items according to Clause 19.1 of the Proposal Data Sheet.

<sup>9</sup> Indicate unit cost.

<sup>10</sup> Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

**Form 5B5 Breakdown of Taxes**

Sl. No.	Description <sup>11</sup>	Unit	Unit Cost <sup>12</sup>	Quantity	[Indicate cost for each item] <sup>13</sup>			

---

<sup>11</sup> Describe any relevant tax or taxes

<sup>12</sup> Indicate Unit Cost

<sup>13</sup> Indicate Cost of each item: Unit Cost x Quantity



## 5C. Contract Agreement

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

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

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (a) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (b) the Client has received a credit/ loan/ grant from *[insert name of development partner]* towards the cost of the services under this Contract, it being understood (i) that payments by the development partner will be made only at the request of the Client and upon approval by the development partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client. *[delete this Clause if not applicable].*

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) The Form of Contract;
  - (b) The Special Conditions of Contract (SCC);
  - (c) The General Conditions of Contract (GCC),
  - (d) The Appendices (1 to 9).

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

Appendix 1: Description of the Services  
Appendix 2: Reporting Requirements  
Appendix 3: Personnel and Sub Consultants

- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates
- Appendix 7: Form of Bank Guarantee for Advance Payment
- Appendix 8: Performance Bank Guarantee [Unconditional]
- Appendix 9: Performance Bond

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

IN WITNESS, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.  
 For and on behalf of *[name of Client]*

---

*[Authorized Representative]*

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

---

*[Authorized Representative]*

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

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

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## **5D. Appendices**

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

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

### **Appendix 2 Reporting Requirements**

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

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

List under:

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

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

List here the hours of work for Key Personnel; entitlement, if any, to 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.

## **Appendix 7: 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 Clause 53.1]*

Contract No:

Date:

To:

[Name and address of Client]

### **ADVANCE PAYMENT GUARANTEE No:**

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

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

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

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

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

Signature

Signature

### **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.

---

[signature(s) of an authorized representative(s) of the Bank ]

## 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]*

## ***Section 6 : Terms of Reference***

### **1. THE TERMS OF REFERENCE**

- Scope of the Job Description
- Job Description with similar activities across departments specifically at Revenue Departments
- Job Description for Small and Big Regions
- Combine Job Description with similar activity or purpose of Job with the view to have an acceptable number of JD's for each Job.
- Review the JD's for In Service and Direct entry for consistency purpose
- Improve JD's for HoD's, Deputies and Managers for clarity purpose.
- Check with NACTE to confirm JD's and entry qualifications for ITA academic and Librarian staff i.e. Lectures, Librarian and Rector
- Re-check entry qualifications for each job for consistency

### **2. OBJECTIVES**

- Defined and streamlined career paths within TRA with a view to attract, develop and retain suitably qualified and experienced staff.
- Recruitment of qualified personnel into the organization
- An orderly and systematic structure that supports career progression of employees through various levels in the org's grading structure
- Highlighting the academic and professional qualifications, levels of competence, knowledge and experience required for effective performance of tasks for jobs at different levels.
- Providing a competent and effective cadre of officers through formal training and self-advancement of the necessary professional requirements
- Standards for advancement and promotion to higher grades within the career structure

### **3. DELIVERABLES**

- Improved defined JDs



- Development of a Career pathing model that will facilitate vertical and lateral transitions of employees
- Clear job family structures
- Defined and demonstrated competencies
- Role progression - identification of feeder roles and next potential roles within and across departments
- Employee profiles that include skills and readiness profiles

#### **4. DURATION OF THE ASSIGNMENT**

The assignment to be completed within 75 days from the date of signing the contract.

## **Section 7: Undertaking by Consultant on Anti – Bribery Policy / Code of Conduct and Compliance Programme**

Each Consultant must submit a statement, as part of the tender documents, 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 tendering company and, where relevant, of its subsidiary in the United Republic of Tanzania. If a tender 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.

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, 2013 - Government Notice No. 446 of 2013)***

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

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

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

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

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

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

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 (Selection and Employment of Consultants) Regulations, 2013 - Government Notice No. 446 of 2013**

I \_\_\_\_\_ (*name of consultant*) have issued, for the purposes of this proposal, a Compliance Program copy attached -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 suppliers'")"

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

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

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

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