

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF INFORMATION, COMMUNICATION AND INFORMATION
TECHNOLOGY**



NATIONAL COMPETITIVE SELECTION (NCS)

REQUEST FOR PROPOSAL (RFP)

FOR

**CONSULTANCY SERVICES FOR ESTABLISHING A TIER-III DATA CENTER
IN ZANZIBAR**

RFP No. ME/006/2022-2023/HQ/C/03

ISSUED ON: JANUARY, 2023

List of Abbreviations

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

PART I – SELECTION PROCEDURES AND REQUIREMENTS

SECTION 1: LETTER OF INVITATION (LOI)

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF INFORMATION, COMMUNICATION AND INFORMATION
TECHNOLOGY**



Proposal No: ME.006/2022-2023/HQ/C/03

For

**CONSULTANCY SERVICES FOR ESTABLISHING A TIER-III DATA CENTER IN
ZANZIBAR**

Request for Proposal(s) (RFP)

Date: 31/01/2023

1. The Government of the United Republic of Tanzania has set aside funds for the operation of the Ministry of Information, Communication and Information Technology during the financial year 2022-2023. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the Provision of Consultancy Services for Establishing a TIER- III Data Center in Zanzibar
2. The Ministry of Information, Communication and Information Technology now invites proposals to provide the following consulting services: Provision of Consultancy Services for Establishing a TIER- III Data Center in Zanzibar. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following short-listed Consultants:

No.	Consulting Firms	Address	Country of Registration
1.	M/S EMERGING COMMUNICATIONS LIMITED	Plot No: 24, Block E, Ndafu Road, Mbezi Beach P.O. Box42133,	TANZANIA
2	M/S A2Z IT SERVICES	Suite No. 10 2nd floor, Block B Annex, NIC Life House, Sokoine Drive/Ohio Street, P.O.Box 12674, Dar es Salaam, Tanzania. Url: www.a2z.co.tz	TANZANIA

		eMail: info@a2z.co.tz . pmagesa@gmail.com, magesa@hotmail.com Cell: +255 713/0784/ 0767 618320	
3	M/S PRICEWATERHOUSE COOPERS LIMITED	Pemba House, 369 Toure Drive Oysterbay, P.O.Box 45 Dar Es Salaam	TANZANIA
4	M/S GEMIN INVESTMENT COMPANY LIMITED	P.O.BOX 16029, DAR ES SALAAM. MIKOCHEN 'B' BIMA ROAD, PLOT NO. 329 Mob: +255 754 710365 /+255 753 700 025 Email: info@gemintz.com Web: www.gemintz.com	TANZANIA
5	M/S PROXIMA SOLUTIONS LIMITED	PLOT NO. 153, HAILE SELASSIE ROAD MASAKI, KINONDONI DSM P.O.BOX 79042 DAR ES SALAAM PHONE +255 762 827310	TANZANIA
6	M/S FBNE LIMITED	Goba - House Goba Township, Ubungo District P. O. Box 34749 Dar es Salaam, Tanzania Mobile: +255 784330851 Telephone: +255 736 666974	TANZANIA
7	M/S FINSYS TECH SOLUTIONS	Haile Selassie Road, Oyster Bay, Dar Es Salaam. TEL: +255757405944 info-tz@finsys-group.com http://www.finsys-group.com	TANZANIA
8	M/S VICTORIA INVESTMENT & INDUSTRIAL CONSULTING SERVICES LTD	P.O. BOX 34632 DAR ES SALAAM, TANZANIA Email: victoria@viics.co.tz	TANZANIA

4. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:

Section 2: Instructions to Consultants (ITC)
 Section 3: Proposal Data Sheet (**PDS**)
 Section 4: Technical Proposal – Standard Forms
 Section 5: Financial Proposal – Standard Forms
 Section 6: Eligible Countries
 Section 7: Terms of Reference
 Section 8: General Conditions of Contract (**GCC**)
 Section 9: Special Conditions of Contract (SCC)

Section 10: Forms of Contract

Section 11: Appendices

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

Yours sincerely,

Address

***Permanent Secretary,
MINISTRY OF INFORMATION, COMMUNICATION AND INFORMATION
TECHNOLOGY, (MICIT),
Government City
Mtumba Area
Ujenzi Street,
P. O. Box 677,
40470 Dodoma, TANZANIA
Tel: +255-26-2324513
Fax: 255-26-23211027
E-mail: ps@mawasiliano.go.tz***

SECTION 2: INSTRUCTIONS TO CONSULTANTS

SECTION 3: PROPOSAL DATA SHEET

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

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
1.	Name of the PE	1.1	The PE is Ministry of Information, Communication and Information Technology
2.	Service/Project/ Proposal Identification	1.1	ME.006/2022/2023/HQ/C/03
3.	Description of Services	1.1	The objectives and brief description of the Services are: To conduct a feasibility study that delivers visibility into the architectural, mechanical, electrical, structural and environmental integrity of the proposed modern enterprise Data Center for a period of four (4) months.
4.	Selection Procedure	1.1	The Method of Selection is Quality and Cost Based Selection (QCBS)
5.	Applicable Law	1.4	Applicable Law is <i>Laws of Tanzania</i>
6.	Phasing of the Assignment	1.3	The assignment is not phased.
7.	Source of Funds	2.1	The source of fund is GOVERNMENT
8.	Development Partner	2.3	The development partner is NA
9.	Unfair Competitive Advantage	5.5	<i>[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i> NA
10.	Eligible Countries	6.1	Materials, equipment and supplies used by the Consultant are not permitted if they are originated in COUNTRIES RESTRICTED BY UNITED NATIONS RESPONSIBLE ORGANS
11.	Site Visit	7.3	Not Applicable
12.	Details of a Pre-Proposal Meeting	10.1	Not Applicable
13.	Deadline for Submission of Questions for the	10.2	Not Applicable

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE																					
	Pre-Proposal Meeting																							
14	Participation of Sub-consultants , Key Experts and Non-Key Experts	12.1	Participation of Sub-consultants, NA. Key Experts and Non-Key Experts in more than one Proposal is permissible “No”																					
15	Language of Proposal	14.1	The Proposal and other documents shall be written in the ENGLISH language.																					
16	Other documents required to be submitted	15.1(e)	Other documents required to be submitted with the Proposal are: N/A																					
17	Professional Time Input	17.3	<div>The estimated number of professional staff-months required for the assignment is: key Personnel Qualifications and Experience</div> <table><tr><th>Designation</th><th>Number</th><th>Minimum Qualification</th></tr><tr><td>Team Leader</td><td>1</td><td>Masters in IT/Business/Telecom</td></tr><tr><td>Team Member</td><td>1</td><td>Certified IT Data Centre Expert</td></tr><tr><td>Team Member</td><td>1</td><td>Business Analysist</td></tr><tr><td>Team Member</td><td>1</td><td>Registered Architecture</td></tr><tr><td>Team Member</td><td>1</td><td>Data Centre Power and Cooling Expert</td></tr><tr><td>Team Member</td><td>1</td><td>Quantity Surveyor</td></tr></table>	Designation	Number	Minimum Qualification	Team Leader	1	Masters in IT/Business/Telecom	Team Member	1	Certified IT Data Centre Expert	Team Member	1	Business Analysist	Team Member	1	Registered Architecture	Team Member	1	Data Centre Power and Cooling Expert	Team Member	1	Quantity Surveyor
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Team Member	1	Business Analysist																						
Team Member	1	Registered Architecture																						
Team Member	1	Data Centre Power and Cooling Expert																						
Team Member	1	Quantity Surveyor																						
18	Available Budget	17.4	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: TZS 920,000,000																					
19	Qualifications of Professional Staff	17.5	<div>The minimum required qualification and experience of professional staff are as follows: key Personnel Qualifications and Experience</div> <table><tr><th>Designation</th><th>Number</th><th>Minimum Qualification</th></tr><tr><td>Team Leader</td><td>1</td><td>Masters in IT/Business/Telecom</td></tr><tr><td>Team Member</td><td>1</td><td>Certified IT Data Centre Expert</td></tr><tr><td>Team Member</td><td>1</td><td>Business Analysist</td></tr><tr><td>Team Member</td><td>1</td><td>Registered Architecture</td></tr><tr><td>Team Member</td><td>1</td><td>Data Centre Power and Cooling Expert</td></tr><tr><td>Team Member</td><td>1</td><td>Quantity Surveyor</td></tr></table>	Designation	Number	Minimum Qualification	Team Leader	1	Masters in IT/Business/Telecom	Team Member	1	Certified IT Data Centre Expert	Team Member	1	Business Analysist	Team Member	1	Registered Architecture	Team Member	1	Data Centre Power and Cooling Expert	Team Member	1	Quantity Surveyor
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Team Member	1	Quantity Surveyor																						

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
20	Training	18.1(k)	Training is not a specific component of this assignment
21	Additional information on the Technical Proposal	18.1(l)	Additional information on methodology, staffing and monitoring of training includes; N/A
22	Reimbursable Expenses	19.1(d)	<p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> (1). a per diem allowance in respect to Personnel of the Consultant for every day in which the Personnel shall be absent from the home office. (2). cost of locally procured items, office accommodations, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services; (3). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (4). cost of communications such as the use of telephone and facsimile required for the purpose of the Services; (5). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services; (6). cost of printing and dispatching of the Reports to be produced for the Services; (7). other allowances where applicable and provisional or fixed sums (if any); and (8). cost of such further items required for purposes of the Services not covered in the foregoing.
23	Payment of Local Taxes	20.1	The Consultant shall be responsible for payment of local taxes, "Yes"
24	PEs Inputs	21.1(a)	The PE will provide the following inputs and facilities: N/A
25	Alternative Proposals	22.1	Are alternative Technical Proposals allowed? "No"
26	Currency of the Proposal	24.1	The Financial Proposal shall be stated in TANZANIA SHILLINGS
27	Validity Period of the Proposals	25.1	Proposals must remain valid for 120 days days after the submission deadline date.
28	Proposal Security	25.6	Consultants <i>shall</i> be required to submit a proposal security in the format provided in Section4: Technical Proposals- Standard Forms- Form Tech 9
29	Evaluation Criteria for Technical Proposal	36.2	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE	
			Criteria, sub-criteria	Points (%)¹
			(i) Firm's general experience, reputation and experience in previous similar assignments <i>[Insert sub-criteria's]</i>	10
			(ii) Understanding of the terms of reference, methodology and the overall quality of the proposal <i>[Insert sub-criteria's]</i>	30
			(iii) Qualification of key personnel The number of points to be given under each evaluation sub criteria for qualifications of staff are; [General qualifications] [30] [Adequacy for the project] [60] Experience in region and language; [10] Total Points: 100	30
			(iv) Local Firm Participation <i>[Insert sub-criteria's]</i>	15
			(v) Participation by national experts <i>[Insert sub-criteria's]</i>	10
			(vi) Knowledge of the Country <i>[Insert sub-criteria's]</i> Total Points :	5 100
			The minimum Technical Score (St) required to pass is: [80] Points. <i>[Insert number of points, usually within a range of 70-80 points]</i>	
30	Formula for Computing Financial Score in Case of QCBS	38.3	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.	
31	Exclusion of Taxes in the Evaluation of Financial Proposals	39.2	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.	

¹ The PE should insert a single figure within the range shown.

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
32	Currency for Conversion	40.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: _____ <i>[indicate local currency or fully convertible foreign currency]</i></p> <p>The official source of the selling (exchange) rate is: <u>BOT</u></p> <p>The date of the exchange rate is: <u>Date of Proposal Opening</u></p> <p><i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of expiry of the proposal validity specified in accordance with ITC 25.1.]</i></p>
33	Weights to Technical and Financial Proposals	41.1	<p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 0.9</p> <p>P = 0.1</p>
34	Address for Contract Negotiations	43.1	The address for contract negotiations is: Ministry of Information, Communication and Information Technology, P O. Box 677 Dodoma
35	Performance Security/Performance Securing Declaration	45.1	<i>Performance Securing Declaration applicable</i>
36	Form of Performance Security	45.2	The Performance Security shall be in the form of: <i>Insurance Cover applicable at Contract Stage.</i>
37	Environmental and Social Performance Security	45.2	<p><i>Delete this provision if ES Performance Security is not required not applicable if performance securing declaration is specified]</i></p> <p>The ES Performance Security will be in the form of a "demand guarantee" in the amount(s) of 2% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[Note: The ES Performance Security shall normally be required where ES risks are high.]</i></p> <p><i>Total of ES Performance Security and Performance Security should not exceed 10%</i></p>
38	Advance Payment Security	47.1	The Advance Payment shall be <i>[Limited to a maximum of fifteen (15) percent of the Contract Price].</i>
39	Date of Commencement of the Assignment	48.1	The assignment is expected to commence on <i>February 2023</i> at Zanzibar
40	PPRAs Address	51.1.	<p>The address to serve a copy of complaint:</p> <p>Chief Executive Officer, Public Procurement Regulatory Authority (PPRA)</p>

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
			Kambarage Tower, 9 th Floor, PSPF Road P.O. Box 2865, 41104 Dodoma. Tel: +255 026 2963854 email: ceo@ppra.go.tz Website: www.ppra.go.tz
41	PPAA Address.	53.2	The Executive Secretary, Public Procurement Appeals Authority, Ministry of Finance and Planning, 1 Madaraka Street, P.O.Box 9310, 11468 Dar es Salaam. Telephone +255 22 2120451 Mobile:+255743505505 Fax + 255 022 2120460 Email: info@ppaa.go.tz or es@ppaa.go.tz Website www.ppaa.go.tz

SECTION 4. TECHNICAL PROPOSAL – STANDARD FORMS

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

CHECKLIST OF REQUIRED FORMS

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

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of PE]

To: [Name and address of Client]

Dear Sirs:

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before (insert day, month and year in accordance with Proposal Data Sheet ITC 25.1), we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than (insert day, month and year in accordance with Proposal Data Sheet ITC 48).

We also confirm that the Government of the United Republic of Tanzania has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Data Sheet ITC 3 [Corrupt, Fraudulent or Coercive Practices].

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

We remain,

Yours sincerely,

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

Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed within the last *Ten (10)* years.
2. List only those assignments for which the Consultant was legally contracted by the PE as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the PE.

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment. Please also SUBMIT the evidence (such as Certificates, Contract/Purchase Order) for each assignment carried out]

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

Firm's Name:	
Authorised Signature:	

Form TECH-3

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

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

–A - On the Terms of Reference

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

–B - On Counterpart Staff and Facilities

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

Form TECH-4

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

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

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

- *Technical Approach and Methodology,*
 - *Work Plan, and*
 - *Organization and Staffing*
- (a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and² obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal)
- (b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule and Planning for Deliverables- Form TECH-5)
- (c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition, Assignments and Key Expert's Input Form TECH-6. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

² **Note to PE: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]:** "(including on the [environmental and] social aspects)" to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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



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

Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

 Full time input
 Part time input

Form TECH-7
CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

	{day/month/year}
Name of Expert	Signature Date
	{day/month/year}
Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature Date

Form TECH-8

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

Note to the Client:

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

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

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

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS (ES) Form

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

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

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

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

REQUIRED CONDUCT

Experts shall:

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

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

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR EXPERT:

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

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

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

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

Form TECH-9

(a) **Proposal Securing Declaration Form**

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

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

(b) Proposal Security – Bank Guarantee

(c) Proposal Security – Insurance Bond

Form TECH-10

Special Power of Attorney³

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

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

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

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

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

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

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

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

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

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

DONOR

BEFORE ME:

³ **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

Name:.....

Address:.....

Qualification:.....

Signature:_____

COMMISSIONER FOR OATHS

Acknowledgement

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

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

}

DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:_____

COMMISSIONER FOR OATHS

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

Each Consultant must submit a statement, as part of his Proposal, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Consulting Firm and, where relevant, of its subsidiary in the United Republic of Tanzania. If a Proposal is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer²) Consultants will also be required to submit similar No-bribery commitments from their sub consultants and consortium partners; the Consultant may cover the sub consultants and consortium partners in its own statement, provided the Consultant assumes full responsibility.

MEMORANDUM (Format 1)

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

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

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

I have an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that I comply with the No-bribery commitment given in this statement, as well as by all third parties working with me on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of the Anti-Bribery Policy/Code of Conduct and Compliance Program are attached⁴

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

⁴ Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Applicant. For Applications submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme.

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 Regulations Government
Notice No. 446 of 2013, as amended in 2016)**

I _____ (*name of consultant*) have issued, for the purposes of this proposal, a Compliance Program copy attached⁵ -which includes all reasonable steps necessary to assure that I will comply to the No-bribery commitment given in this statement, as well as by all third parties working with me on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and supplier")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

⁵ Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Applicant. For Applications submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme.

SECTION 5: FINANCIAL PROPOSAL - STANDARD FORMS

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

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

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

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of local taxes, which we have estimated at [insert amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before (insert day, month and year in accordance with Proposal Data Sheet ITC 25.1).

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

Name and Address of Agents	Amount	Purpose of commission or gratuity

We also declare that the Government of the United Republic of Tanzania has not declared us or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of Proposal Data Sheet ITC 3 [Corrupt, Fraudulent or Coercive Practices]

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

Signed:

In the capacity of:

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

Date:

Form FIN-2- SUMMARY OF COSTS

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

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

Form FIN-3 BREAKDOWN OF REMUNERATION

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

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

Appendix A. Financial Negotiation - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

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

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

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

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

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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

Form FIN-5: Breakdown of Taxes

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

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

SECTION 6: ELIGIBLE COUNTRIES

Procurement Reference Number:

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

A country shall not be eligible if:

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

SECTION 7: TERMS OF REFERENCE

UNITED REPUBLIC OF TANZANIA



**TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR ESTABLISHING A
TIER-III DATA CENTER IN ZANZIBAR**

JANUARY, 2023

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1. INTRODUCTION

The Government of Tanzania recognizes the central role of Information and Communication Technology (ICT) in enhancing and achieving development goals while promoting citizen participation. With this notion, The Government has established the National ICT Policy in 2003 (Revised in 2016) so as to prepare the country to become a hub of ICT infrastructure and solutions that enhance sustainable socio-economic development and accelerate poverty reduction both nationally and globally.

Broadband Internet has become a critical infrastructure prerequisite as ICT bears considerable impact in the creation of the Information Society. Broadband serves as the foundation for economic growth, job creation, global competitiveness and a better way of life. Broadband Internet access and utilization is having a profound impact and changing education services delivery, the delivery of health care, the management of energy resources, delivery of public safety, the manner of engagement of government and the citizenry and above all, the provision of access to organize and disseminate information and knowledge.

With the Broadband connectivity seen as an integral driver of National development, the government has spent over Tsh. 650 Billion on laying National Fibre Optic Network, The National ICT Broadband Backbone (NICTBB) and over Tsh. 120 Billion to build the National Fiber Backbone of Zanzibar to expedite sector growth. These twin infrastructure networks span across the entire country, providing high capacity long-distance transmission services to licensed fixed and mobile network operators, internet service providers, and other value-added network service providers. The NICTBB with nine connection points along the borders of Kenya, Uganda, Rwanda, Burundi, Malawi, and Zambia is also bringing access to EASSY and SEACOM, two international underwater fiber optics cables connected to Dar es Salaam and the rest of the country. In total, over 10,000 kilometers of fiber optic cables have been laid, connecting all of Tanzania's major urban centers and providing access points to eventually reaching much of rural Tanzania. The National Fiber Backbone of Zanzibar is connecting to the NICTBB through submarine fiber from Tanga to Chakechake in Pemba and from Dar es Salaam to Fumba in Unguja.

The Government also built a state-of-the-art Data Center in Dar es Salaam in 2016 to be used by both public and private institutions. This facility provides among other services; processing, storage, networking, management and distribution of data within enterprises which would have subscribed to it. More importantly, the facility enhances utilization of the NICTBB. The Government aims to build two Data Centres in Zanzibar and Dodoma to provide resilience and basic services, such as hosting, colocation, bandwidth leasing, DNS, virtual hosting, and value-added services such as network security, data storage, etc. Moreover, these Data Centers will be acting as Disaster Recovery Sites to each other to ensure business continuity.

In understanding that ICT plays a major role in supporting and facilitating Blue Economy initiatives and in accordance to CCM Manifesto 2020-2025, it is predicted that there will be a significant increase in data consumption in Zanzibar that requires a Data Centre facility with a high and relevant capacity to accommodate the arising need in the country. The Permanent Secretary of Ministry of Information, Communication and Information Technology (MICIT) on 7th February, 2022 therefore appointed a team of experts from Ministry of Finance and Planning, MICIT, Ministry of Works, Communication and Transport Zanzibar (MOIC), Zanzibar Information Communication Technology Infrastructure Agency (ZICTIA), Zanzibar Investment Promotion Authority (ZIPA), eGA and NIDC to establish the requirements for a proposed Data Centre to be built in Zanzibar so as to realize the development vision.

2. RATIONALE FOR THE CONSULTANCY

The Ministry of Information, Communication and Information Technology on behalf of The United Republic of Tanzania is in the process of constructing a new concurrently maintainable and operable Tier III Data Center in the Islands of Zanzibar to ensure safe, efficient and effective data storage for envisaged development stakeholders, hosting Government e-Services as well as act as a disaster recovery center for the existing National Internet Data Center (NIDC). The United Republic of Tanzania intends to build this modern facility taking into consideration the following attributes;

- (i) An Integrated and holistic Data Center that meets international standards
- (ii) A scalable Data Center that meets both current and long-term National development vision as well emerging technological requirements.
- (iii) A well secured Data Center that supports secure connectivity with current remote locations and national network integration with other public and private institutions

3. OBJECTIVES OF THE ASSIGNMENT

The main objective of the assignment is to conduct a feasibility study that delivers visibility into the architectural, mechanical, electrical, structural and environmental integrity of the proposed modern enterprise Data Center for a period of four (4) months.

The consultant is expected to use the resulting study for benchmarking, gap analysis, equipment selection, Data Center rooms design, power and cooling options so as to meet the long- term goals and objectives of the Government.

Parallel to this, the consultant is expected to prepare designs, provide technical specifications and Bill of Quantity (BoQ) and also an estimated budget of a modern Enterprise Data Center with modern facility that meets both present and future IT demands.

The consultant shall also provide recommendations and guidance on how the project will be managed, executed and monitored.

In addition, the consultant is expected to recommend a suitable business model that reflects the market needs.

Other Specific Objectives:

- (i) Survey the existing Data Center(s) in Zanzibar if any and identify gaps that need to be filled. Should check on accessibility of systems hosted, space utilized, availability of systems current hosted and technology used.
- (ii) Survey on usage of hosting facilities in Zanzibar by Public institutions, identify whether they are hosting internally, doing colocation or cloud hosting.
- (iii) Identify storage and compute requirements for the Data Center by analyzing current utilization for the existing systems in place and propose requirements.
- (iv) Analyze existing connections between institutions to the existing Data Center, Internet connections, available Internet Service Providers (ISPs) and provide a design that will ensure high availability in terms of network connections.
- (v) Identify security in place for existing Data Center and ways to improve it.
- (vi) Explore the lands available in place and suggest if it is suitable for Data Center facility
- (vii) Explore available Data Center technologies and suggest the one that is suitable for business needs
- (viii) Assess technical readiness of man power to handle and operate a Data Center effectively and efficiently. Suggests on improvement if there are existing gaps such as required applied knowledge, current applied capability and current applied potential etc.
- (ix) Design a state-of-the-art Data Center that meet the business needs and flexible to meet both present and future IT demands.
- (x) Provide Implementation Plan of constructing the proposed Data Center and Procurement of the Contractor for implementation.
- (xi) Recommend Continuity Plan for operations and maintenance of the Data Center.

4. SCOPE OF SERVICE

The scope of assignment and the specific services to be provided by the consultant includes two main areas which are in-depth Data Center requirements collection and analysis, and Provision of a Data Center design and budgeting,

The services to be delivered by the consultant under this scope include:

- (i) Perform an elaborate assessment of the national needs for a modern enterprise datacenter through interacting with the MDAs and other stakeholders.
- (ii) Study the environment intended to host the datacenter and provide specifications that are customized to fit in the area.
- (iii) Define and specify a Data Centre Architecture that conforms to international standards such as BICSI, ISO 9000, ISO 27001, TIA 942-B etc.
- (iv) Define the IT infrastructure per Tier III standard. The IT Infrastructure in scope are the non-critical and critical components such as UPS, cooling system and Building Management Systems (BMS), fire safety and security system, electrical cabling, etc.
- (v) Assess power options available that will meet Tier III Data Center requirements.
- (vi) Hold workshops with the stakeholders for the purpose of introducing and validating the proposed Data center design and capacity.
- (vii) Perform a security analysis and risk-assessment of the internal and external environment and implement any necessary security controls based on the risk assessment in order to protect the network and systems.
- (viii) Define physical security controls including but not limited to traffic bollards, man traps, video surveillance, modern access control systems, intrusion detection systems and multifactor authentication.
- (ix) Define physical security measures to monitor and control access to sensitive areas.
- (x) Define a network topology that has multiple layers, with the most critical communication occurring in the most secure and reliable layer.
- (xi) Estimate budgetary cost for implementation of the proposed data Center that includes aspects such as buildings construction, detailed site layout and Data Center components.
- (xii) Provide technical specifications and BOQ relevant to project objectives and prevailing best practices.
- (xiii) Develop a suitable business model that reflects the market needs by considering

exploiting the latest advances in ICT technologies to deliver services to public and private customers who are the ultimate beneficiaries of the Government Strategy to enhance sustainable socio-economic development.

5. DELIVERABLES

The consultant will be expected to deliver the architecture and security services as detailed below in this report.

5.1 Architecture

- (i) A Detailed design of Data Center Building and supporting infrastructures including relationship of spaces required for the supporting facilities taking into consideration that the design must be flexible to upgrade, support new technologies and equipment installations whilst meeting operational requirements
- (ii) Details of the technical specifications not limited to Electrical Equipment and Systems, Mechanical Design and Systems, Cooling Design, Physical Security, and other required auxiliary supporting systems that are sufficient and flexible to meet the business needs and the continuity of the Data Center.
- (iii) Design a detailed Network Infrastructure Architecture that bridges the IT strategy and the Data Center, identify network topology options, explain connectivity options and IT subsystems.
- (iv) Details of computing and storage that will meet the business needs and provide projections for future.

5.2 Security Services

- (i) Documented security policies and procedures.
- (ii) Risk assessment prior to the implementation of the security controls, and a remediated Risk Assessment post implementation of the security controls.

6. DURATION OF THE ASSIGNMENT

It is estimated that the work will require a maximum input of four (4) months with the possibility of extension should need arises.

7. KEY QUALIFICATIONS AND EXPERIENCE OF CONSULTING FIRM

Firm will be led by five experience team leaders in areas of data Centre architecture design, business and marketing analyst, data centre electromechanical infrastructure and data Centre building architecture design.

A firm with team leaders the experience of not less than 10 years of similar work

Table 1: Key Personnel Qualifications and Experience

Designation	Number	Minimum Qualification	Minimum Experience
Team Leader	1	Masters in IT/Business/Telecom	10 years
Team Member	1	Certified IT Data Centre Expert	8 years
Team Member	1	Business Analyst	8 years
Team Member	1	Registered Architecture	8 years
Team Member	1	Data Centre Power and Cooling Expert	8 years

8. REPORTING

The consultant shall be required to report, liaise and work closely with Permanent Secretary of the Ministry of Information, Communication and Information Technology on all matters pertaining to the implementation of the project including checking and verification of consultation report before submission of final consultation report

The consultant is required to submit progress report at least four times prior to submission of final consultation report.

9. RESTRICTIONS

The consultant shall not have any material or immaterial interest in any of the outputs, technologies or related ICT services under this assignment. In addition to the standard conflict-of-interest restrictions specified in the consultancy contract, any tangible or intellectual output created under this contract will remain the sole property of the United Republic of Tanzania. These terms of reference and the correlated products are to be handled with confidentiality.

10. Tender Data Sheet for CONSULTANCY WORK FOR ESTABLISHING GOVERNMENT e-SERVICES OPERATIONS CENTER (TIER-III DATA CENTER) IN ZANZIBAR

(i)	Tender inviting officer authority, Designation and address	Permanent Secretary, Ministry of Information, Communication and Information Technology, Mtumba Government City, Ujenzi Street, P o Box 677, 404470 DODOMA
(ii)	Name of Tender:	Consultancy Work for Establishing Government E-Services Operations Center (Tier-III Data Center) in Zanzibar
(iii)	Type of Tender:	National Competitive Bid

(iv)	Submission of BID	Online through TAnEPS
	Closing Date	21st February 2023

PART II: Conditions of Contract and Contract Forms

SECTION 9: SPECIAL CONDITIONS OF CONTRACT

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

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Clients name and Address	1.1(a)	The Client is P O Box 677, 40470 Dodoma
2.	Consultant's Name and address	1.1(d)	The Consultant is: To be Determined
3.	Intended Completion Date	1.1 (k)	The Intended Completion Date is Four Months
4.	Phasing of the Assignment	4.5	The assignment is to be completed in the following phases: "None"
5.	Other Documents Forming Part of Contract	5.1 (h)	Other documents which will form part of the contract are: <i>[List additional documents which will port part of the contract]</i>
6.	Eligible Countries	6.1	Non eligible countries are: Countries not banned by UN
		6.2	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in Countries banned by UN
7.	Governing Language	7.1	The governing language shall be English
8.	Addresses for Communications and Notices.	11.1& 11.2	The addresses for <u>Communications and Notices</u> are: Client : P. O. Box 677, 40470 Dodoma Attention : DPMU Facsimile : E-mail : peter.shao@mawasiliano.go.tz Consultant : Attention : NA

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			Facsimile : E-mail :
9.	Location of Performing the Services	14.1	The services shall be performed at: <i>Zanzibar</i>
10.	Name of Member in Charge of a JV	15.1	The Member in Charge is <i>to be determined</i>
11.	Authorized Representatives	16.1	The Authorised Representatives are: For the Client : Director of ICT For the Consultant : N/A
12.	Effectiveness Conditions	18.1	The effectiveness conditions are the following: <i>[insert conditions]</i> Note: <i>List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by Client of advance payment guarantee (see GCC 53. If there are no effectiveness conditions, then state so above.</i>
13.	Date of Effectiveness of Contract	19.1	The time period shall be <i>four months</i> .
14.	Number of Days to Start Assignment	20.1	The time period shall be <i>One week after contract signing</i> .
15.	Duration of Contract	21.1	The time period shall be <i>Four Months</i>
16.	Project Manager	28.1	The Consultant <i>shall</i> be required to deploy a Project Manager for the Assignment
17.	Notification of Claims, Losses and Damages	36.5 (a)	The number of months shall be <i>28 days</i>
18.	Ceiling on Consultant's Liability	36.5 (b)	The ceiling on Consultant's liability shall be limited to <i>[insert amount]</i> <i>not less than total payments expected to be made under the Consultant's contractor or proceeds the</i>

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
			<i>Consultants is entitled to receive under its insurance, whichever is higher]</i>
19.	Insurance to be Taken Out by the Consultant.	37.1(a)	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i>; Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i>; (b) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i>; (c) 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 (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <p>TO BE DETERMINED</p>
20.	Other Actions Requiring Clients Approval	39.1 (c)	<p>The other actions are:</p> <p>"taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".</p>
21.	Restriction on Use of Documents	41.2	<p>"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client".</p>

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
22.	Performance Security, Performance Securing Declaration and ES Performance Security	43.2	<p>(Performance Security/ Performance Securing Declaration) is applicable.</p> <p>In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i></p> <p>Environment and Social (ES) Performance Security (<i>shall/ Shall not be applicable</i>).</p> <p>If applicable <i>[insert the amount and currency or currencies]</i>.</p> <p><i>Note: Values of Performance Security and ES Security shall not exceed 10% of the Contract Sum</i></p>
23.	Assistance to be Provided by the Client	45.1(d)	"None".
24.	Ceiling of Payments	50.2	The ceiling is: TZS 920,000,000
25.	Account for Payments	51.1	The account (s) is (are): <i>[insert account(s)]</i> . N/A
27.	Reimbursable Expenses	52.4	The Reimbursable expenses are set forth in Appendix 6 to the Contract
28.	Currency of Payment.	54.1	Tanzania Shillings
29.	Advance Payment	55.1	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>An advance payment 15% in Tanzania Shillings shall be made within 28 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p>
30.	Repayment of Advance Payment	55.2	The number of months for which the Advance payment will be offset is Four (4) months.
31.	Payment Schedule	56.1	<p>Payments shall be made in accordance with the following payment schedule</p> <p>To be Determined</p>

Section 9- Special Conditions of Contract

Ser. No.	Required Information/Data	GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
32.	Conditions to be met for other payments	56.1	Insert conditions to be met to qualify for other payments <i>To be Determined</i>
33.	Interest on Delayed Payments	59.1	The interest rate on delayed payment is: <i>N/A</i>
34.	Period of Notice of Termination	66.2	For contract of less than 90 days written notice of termination will be given to the other party in <i>To be Determined</i>
35.	Place of arbitration	75.2	The place of Arbitration is <i>Dodoma</i>

