

SAGCOT CENTRE LIMITED



**REQUEST FOR PROPOSAL
FOR THE SELECTION AND EMPLOYMENT OF
CONSULTING FIRM**

FOR

**REVIEW OF THE SAGCOT GREEN PRINT AND INCLUSIVE
GREEN GROWTH (IGG) GUIDING TOOL**

**RFP NO: SCL/2023/C/09
ISSUED ON: MAY 9, 2023**

DAR ES SALAAM, TANZANIA

MAY, 2023

Letter of Invitation

1. The SAGCOT CENTRE LIMITED (SCL) has allocated funds for the cost of Review of the SAGCOT Green Print and Inclusive Green Growth (IGG) Guiding Tool and intends to apply a portion of the funds to eligible payments under the Contract for which the Request for Proposal (RFP) is issued.
2. SCL now invites proposals to provide the following consulting services: Review of the SAGCOT Green Print and Inclusive Green Growth (IGG) Guiding Tool. More details on the services are provided in the Terms of Reference.
3. This Letter of Invitation and the RFP has been issued to the general public.
4. A firm will be selected under Competitive Tendering method and procedures described in this RFP.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
 - Section 1: Information to Consultants (ITC)
 - Section 2: Proposal Data Sheet (PDS)
 - Section 3: General Conditions of Contract (GCC),
 - Section 4: Special Conditions of Contract (SCC),
 - Section 5: Proposal & Contract Forms
 - Section 6: Terms of Reference (TOR)
 - Section 7: Undertaking by Consultant on Anti-Bribery Policy / Code of Conduct and Compliance Program
7. Please inform us in writing or in electronic forms that provide record of the content of the communication, preferably by electronic mail, at the following address:

SAGCOT CENTRE LIMITED
5th Floor, Masaki Ikon Building, Bains Avenue,
P.O. Box 80945 Dar Es Salaam
Email: info@sagcot.co.tz

Upon receipt:

- (a) that you have received the Letter of Invitation and the RFP; and
- (b) whether you will submit a proposal alone or in association with any other Audit Firms.

Yours Sincerely,

Chief Executive Officer
SAGCOT CENTRE LIMITED
5th Floor, Masaki Ikon Building, Bains Avenue,
P.O. Box 80945 Dar Es Salaam

SECTION 1: INFORMATION TO CONSULTANTS

A. General

1. Scope of Proposal
 - 1.1 The Procuring Entity (PE), 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 Consultants are to submit a Proposal for the consulting services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before work begins on the next phase.
 - 1.4 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 PE has been allocated 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, "funds" means monetary resources appropriated to PE.
 - 2.3 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the PE 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 PE, as well as Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under funds.
 - 3.2 In pursuance of this requirement, the PE shall
 - (a) exclude the Consultant from participation in the procurement

proceedings concerned or reject a proposal for award; and

- (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings fund;

if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive obstructive, 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 3.4 come to the knowledge of the PE, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the PE related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

3.4 For the purposes of this provision, the terms set forth below are defined 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 consultants, prior to or after submission designed to establish prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (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 3 and GCC 47.2 (c).
- 3.6 It is a requirement that the PE's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Eligible Consultants
- 4.1 Only short-listed Consultants are eligible to submit proposals. In the case of a 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 PE.
- 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 shall not be substantially altered without prior written approval of the PE.
- 4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC 3.2.

B. Request for Proposal

5. RFP Sections
- 8.1 The Sections comprising the Request for Proposal are listed below.
- Section 1: Information to Consultants (ITC)
 - Section 2: Proposal Data Sheet (PDS)
 - Section 3: General Conditions of Contract (GCC),
 - Section 4: Special Conditions of Contract (SCC),
 - Section 5: Proposal and Contract Forms
 - A. Technical Proposal: Standard Forms
 - B. Financial Proposal: Standard Forms
 - C. Form of Contract
 - D. Appendices
 - Section 6: Terms of Reference (TOR)
 - Section 7: Forms of Integrity
- 8.2 The PE is not responsible for the completeness of the RFP and any

addenda, if these were not obtained directly from the PE.

- 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.
6. RFP Clarification
- 9.1 A Consultant requiring any clarification of the RFP shall contact the PE in writing or in electronic forms that provide record of the content of the communication at the PE's address indicated in the PDS. The PE will respond in writing or in electronic forms that provide record of the content of the communication to any request for clarification received Seven (7) days prior to the dead line for submission of proposals.
- 9.2 The PE shall respond within three (3) working days of receipt query. The PE 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 PE deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT 10.
7. RFP Amendment
- 10.1 At any time prior to the deadline for submission of Proposals, the PE, for any reason on its own initiative or in response to a clarification request 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.
- 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 PE not later than the period specified in the PDS before the meeting.

C. Proposal Preparation

8. Proposal: Only one & Preparation Costs
- 11.1 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.
- 11.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
9. Proposal: Language
- 12.1 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.

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

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

10. Proposal:
Documents

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

- (a) Technical Proposal;
- (b) Financial Proposal;
- (c) Documentary evidence establishing the Consultant's eligibility;
and
- (d) Post-qualification Information; and

Any other document required as stated in the PDS.

11. Proposal:
Preparation

14.1 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.

14.2 The Consultant shall prepare the Technical Proposal in accordance with ITC 15 and 16 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.

14.3 The Consultant shall submit the Financial Proposal in accordance with ITC 17 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.

14.4 All the forms mentioned in ITC 16.1 and 17.1 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.

12. Technical
Proposal
Preparation

15.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC 15.2 to 15.7 inclusive.

15.2 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 Consultants at the time of submission of a proposal is not permitted, and the PE shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the PE, which must be obtained prior to the submission of a proposal. A Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the PE. For such cases, the Proposal shall be submitted in

the name of the 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 Consultant from any of its obligations, duties, responsibility or liability under the Contract.

15.3 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.

15.4 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 shall not be disclosed.

15.5 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.

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

13. Technical Proposal:
Format and Content

16.1 The Technical Proposal shall provide the following information using the 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 PE as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the PE.

- (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 PE.
- (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: being the 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.
- (j) Any additional information that might be requested in the **PDS**;

16.2 The Technical Proposal shall not include any financial information.

14. Financial Proposal Format and Content

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

- (a) Form 5B1: Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
- (b) Form 5B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
- (c) Form 5B3: being the breakdown of costs against staff remuneration;
- (d) Form 5B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the **PDS**;
- (e) Form 5B5: being the estimate of the local taxes, duties, fees,

levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.

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

15. Taxes 18.1 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The PE will state in the PDS if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
16. PE Inputs 19.1 The PE shall:
- (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;
 - (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and
 - (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.
17. Alternative Proposals 20.1 Unless otherwise stated in PDS, alternative proposals shall not be considered. Where the RFP allows alternative proposals, a Consultant shall quote the price for the fully compliant proposal and then, separately indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted.
18. Proposal Prices 21.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to provide under the contract.
- 21.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC 40.
19. Proposal Currency 22.1 All prices shall be quoted in Tanzania Shillings.
20. Proposal Validity and Proposal Securing Declaration 23.1 Proposals shall remain valid for the period specified in the **PDS** after the Proposal submission deadline date prescribed by the PE.
- 23.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The PE will make its best effort to complete negotiations within this period.
- 23.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the PE may request Consultants to extend the period of validity of their Proposals. The request and the responses

shall be made 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.

23.4 Pursuant to ITC 16.1, unless otherwise specified in the **PDSS** the Consultant shall, as part of its Proposal, a proposal security in original form of Proposal Securing Declaration specified in the **PDS** in the format provided in Form 5A9.

23.5 The Proposal Securing Declaration is required to protect the PE against Consultant's conduct which would warrant the security's forfeiture, pursuant to s

23.6 Any Proposal not accompanied by a Proposal Securing Declaration in accordance with 23.4 shall be rejected by the PE as non-responsive, pursuant to 34.1.

23.7 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.

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

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

21. Proposal Format and Signing

24.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC 16.1 and one (1) original of the Financial Proposal as described in ITC 17.1 and clearly mark them "**ORIGINAL**".

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

24.3 The original and all copies of the Technical and the original of the Financial Proposal 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.

24.4 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

22. Proposal: Sealing and Marking

25.1 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”**.

- 25.2 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.”**
- 25.3 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 PE 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**.
- 25.4 If all envelopes are not sealed and marked as required, the PE will assume no responsibility for the misplacement, or premature opening of the Proposal.
- 25.5 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.
23. Proposal: Submission Deadline
- 26.1 Proposals must be received by the PE at the address specified under ITC 25.3 no later than the date indicated in the **PDS**.
- 26.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The PE shall, on request, provide the Consultant with a receipt showing the date and time when it's Proposal was received.
- 26.3 The PE may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC 11, in which case all rights and obligations of the PE and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Proposal Submitted Late
- 27.1 Any Proposal received by the PE after the deadline for submission of Proposals, in accordance with ITC 26 shall be declared late, will be rejected, and returned unopened to the Consultant.
25. Proposal Modification, Substitution or Withdrawal
- 28.1 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 24.3, (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 25 (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 PE prior to the deadline prescribed for submission of Proposals, in accordance with ITC 26.

28.2 Proposals requested to be withdrawn in accordance with ITC 28.1 shall be returned unopened to the Consultants.

28.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC 26.

E. Proposal Opening and Evaluation

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| 26. Technical Proposal Opening | 29.1 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. |
| | 29.2 The PE shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC 35. |
| | 29.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC 27. |
| 27. Confidentiality | 30.1 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. |
| | 30.2 Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the PE. |
| 28. Proposal Clarification | 31.1 The PE may, in writing or in electronic forms that provide record of the content of the communication, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be in writing 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. |
| 29. Contacting the Procuring Entity | 32.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the PE. |

- 32.2 Any effort by a Consultant to influence the PE in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
30. Examination of Conflict of Interest Situation [COI]
- 33.1 During the evaluation of the Technical Proposals, the PE shall ascertain that no new Conflict of Interest [COI] situations have arisen since the Consultant was short-listed. If the PE identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.
- 33.2 If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the PE shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.
- 33.3 If a Consultant has been found to mislead the PE by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
31. Proposal: Technical Evaluation
- 34.1 The PE shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC 34.2.
- 34.2 Technical Proposals shall be evaluated and ranked applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.
32. Financial Proposal Opening
- 35.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the PE 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 Seven (7) working 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 PE may fix shorter period for opening of financial proposal subject to obtaining confirmation of the attendance of all successful firms at the set date for opening.

- 35.2 The PE shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 35.3 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 PE shall prepare minutes of the public opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.
33. Proposal: Financial Evaluation
- 36.1 The PE will review the detailed content of each Financial Proposal. During the review, the PE will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 36.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the PE will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.
- 36.3 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.
34. Correction of Arithmetical Errors
- 34.1 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 PE 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.

34.2 The PE 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.

**35. Proposal:
Combined
Evaluation**

35.1 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 40 to 44.

35.2 In the case of Fixed-Budget Selection, the PE will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC 40 to 44.

35.3 In the case of the Least-Cost Selection, the PE will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC 40 to 44.

**36. Post-
qualification
of
Consultants**

36.1 The PE 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.

36.2 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 PE shall use post-qualification criteria as stated in the **PDS**.

36.3 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.

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| 37. Proposal:
Negotiation | 37.1 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 PE may specify. |
| 38. Proposal
Negotiation:
Technical | 38.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the PE to ensure satisfactory implementation of the assignment. The PE shall prepare minutes of negotiations which will be signed by the PE and the Consultant. |
| 39. Proposal
Negotiation:
Financial | 39.1 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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| 40. Availability of Professional staff/experts | 40.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the PE expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff/experts will be actually available. The PE will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. |
| 41. Proposal Negotiations: Conclusion | 41.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the PE and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the PE will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the PE shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the PE to reject all proposals. |

F. Contract Award

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| 42. Contract Award | <p>42.1 After completing negotiations and prior to awarding of the contract, the PE shall issue a notice of intention to award the contract to all Consultants who participated in the selection process in question giving Seven (7) working days cool-off period within which to submit complaints to the PE thereof, if any.</p> <p>42.2 Where no complaints have been lodged, the Consultant whose proposal has been accepted will be notified of the award by the PE 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 PE will pay the successful Consultant in consideration for the execution of the scope of services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").</p> <p>42.3 The notification of award will constitute the formation of the Contract, subject to the furnishing the Performance Security in accordance with ITC 47.2 and signing the Contract in accordance with sub-Clause 46,2. Where a successful Consultant fails to sign the contract as required or to provide any required security for the performance of the contract, the PE shall select the second ranked Consultant.</p> <p>42.4 Upon the successful Consultant's furnishing of the Performance Security pursuant to ITC Clause 47.2, the PE will promptly notify unsuccessful Consultants, the name of the winning Consultant and the Contract amount and will discharge the Tender Security or Bid securing declaration of the unsuccessful Consultant pursuant to ITC</p> |
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sub Clause 45.3. The PE shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.

43. Signing of Contract
- 43.1 Promptly after notification of award, Procuring Entity shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract
- 43.2 Within fourteen (14) working days after fulfillment of all conditions precedent, the successful Tenderer and the PE shall sign the Contract.
- 43.3 The Upon the receipt of the signed Agreement from the Tenderer, the Procuring Entity will, within one week, notify the other Tenderers that their Tenders have been unsuccessful
- 46.4 Upon the Agreement being signed by the parties to the contract, the PE will, within one week, notify the other Tenderers that their Tenders have been unsuccessful
44. Performance Security
- 44.1 Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the PE a Performance Security in the amount and in the form stipulated in the TDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract
- 44.2 If the Performance Security is provided by the successful Consultant, and it shall be in the form specified in the **PDS** 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 consultant 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.
- 44.3 Failure of the successful Consultant to comply with the requirements of sub-Clause 47.1 shall constitute sufficient grounds for cancellation of the award and the PE may resort to awarding the Contract to the next ranked Consultant or call for new tenders.
45. Commencement of Services
- 45.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

SECTION 2: PROPOSAL DATA SHEET

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	The PE is: SAGCOT CENTRE LIMITED 5th Floor, Masaki Ikon Building, Bains Avenue, P.O. Box 80945 Dar Es Salaam
	The identification of the Request for Proposal is: SCL/2023/C/09
	The objectives and brief description of the Services are: Review of the SAGCOT Green Print and Inclusive Green Growth (IGG) Guiding Tool
	The Method of Selection is: QUALITY COST BASED SELECTION (QCBS)
1.3	The assignment is not phased. The assignment is to be completed within: 2 MONTHS
2.1	The source of fund is: SAGCOT CENTRE LIMITED
2.3	The development partner is: NONE
6.1	Materials, equipments and supplies used by the Consultant are not permitted if they have originated in: NOT APPLICABLE
9.1	For clarification of proposals the PE 's address is: Attention: ANNA R. MTAITA Address: SAGCOT CENTRE LIMITED 5th Floor, Masaki Ikon Building, Bains Avenue, P.O. Box 80945 Dar Es Salaam Telephone: <u>+255 022 2601024</u> Facsimile number: Electronic mail address: info@sagcot.co.tz
12.1	The Proposal shall be written in the ENGLISH language.
13.1(d)	Other documents required to be submitted with the Proposal are: (a) Copy of Business License (b) Copy of TIN (c) Copy of VRN (d) Copy of Certificate of Registration/Incorporation.

15.3	The estimated number of professional staff-months required for the assignment is: TWO	
15.4	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: NOT APPLICABLE	
15.5	The minimum required qualification and experience of professional staff are as follows: Team Leader should have Master’s degree in environmental sciences, agriculture, agricultural economics, agribusiness, business management, or other relevant disciplines with experience of not less than 10 years. A PhD in related fields will be an added advantage.	
16.1(h)	Training is not a specific component of this assignment.	
16.1(i)	Additional information on the Technical Proposal includes: SO AS ABOVE	
19.1 (a)	The PE will provide the following inputs and facilities: ALL AVAILABLE DOCUMENTS RELATED TO: REVIEW OF THE SAGCOT GREEN PRINT AND INCLUSIVE GREEN GROWTH (IGG) GUIDING TOOL.	
23.1	Proposals must remain valid for [30] days after the submission date.	
24.2	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal and TWO of copies of the Technical Proposal Financial Proposal.	
25.3(b) and 26.1 and 29.1	The Proposal submission address is: Chief Executive Officer SAGCOT CENTRE LIMITED 5th Floor, Masaki Ikon Building, Bains Avenue, P.O. Box 80945 Dar Es Salaam.	
	Name of the Proposal is: REVIEW OF THE SAGCOT GREEN PRINT AND INCLUSIVE GREEN GROWTH (IGG) GUIDING TOOL.	
	Proposals must be submitted no later than the following: FRIDAY MAY 19, 2023 (11.00 AM)	
34.2	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	Criteria, sub-criteria	Points (%)
	(i) Firm’s general experience, reputation and experience in previous similar assignments	15
	(ii) Understanding of the terms of reference, methodology and	35

	the overall quality of the proposal	
	<p>(iii) Qualification of key personnel</p> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <p>(General qualifications) [30]</p> <p>(Adequacy for the assignment) [60]</p> <p>(Experience in Tanzania and language) [10]</p> <p>Total Points: 100</p>	40
	<p>(iv) Knowledge of the Country</p> <p>TOTAL POINTS:</p>	10 100
	The minimum Technical Score St required to pass is: 70 Points.	
36.5	The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.	
37.1	The weights given to the Technical and Financial Proposals are: T = 0.7, and P = 0.3	
39.1	The address for contract negotiations is: SAGCOT CENTRE LIMITED 5th Floor, Masaki Ikon Building, Bains Avenue, P.O. Box 80945 Dar Es Salaam	
46.1	The amount of Performance Security shall be: NOT APPLICABLE	
46.2	The Performance Security shall be in the form of: NOT APPLICABLE	
481	The assignment is expected to commence on MAY 28, 2023.	
51.1.	<p>The address to serve a copy of complaint:</p> <p>Chief Executive Officer, Public Procurement Regulatory Authority (PPRA) PSPF Dodoma Plaza, 9th Floor, P.O. Box 2865, Dodoma. Tel: +255 026 2963854 email: ceo@ppra.go.tz Website: www.ppra.go.tz</p>	

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 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 the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
 - (e) **“Contract Agreement”** means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (f) **“Contract Documents”** means the documents listed in the Agreement, including any amendments thereto.
 - (g) **“Day”** means calendar day.
 - (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to GCC 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 thereof; and **“Key Personnel”** means the Personnel referred to in GCC 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) **"SCC"** means the Special Conditions of Contract.
- (s) **"Services"** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
- (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 thereof) are intended to be correlative, complementary, and mutually explanatory.

3 Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The PE as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 In pursuance of this requirement, the Client shall:

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

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

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

the communication.

3.4 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 PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;
- (b) "*fraudulent practice*" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the 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 RFP requires that the PE's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4 Interpretation

4.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or 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 4.4(b), 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).

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:
 - (a) The form of contract;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC),
 - (d) Terms of reference
 - (e) Negotiation minutes (if any)
 - (f) The Appendices
 - (g) Any other documents listed in the SCC as forming part of the contract

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.

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| 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. |
| 11 | Communications and Notices | 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in 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 between the Parties | 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully |

responsible for the Services performed by them or on their behalf.

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| 14 Site | 14.1 | The Services shall be performed at such locations as are specified in the SCC and, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve. |
| 15 Authority of Member in Charge | 15.1 | In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 16 Authorized Representatives | 16.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC. |
| 17 Taxes and Duties | 17.1 | The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price. |

B. 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 51 to 54 hereof, 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. .

C. Consultant's Personnel and Sub-Consultants

- 23 General 23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
- 24 Description of Personnel 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3 to the contract. If any of the Key Personnel has already been approved by the Client, his/her name shall be listed in such Appendix.
- 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 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.

27.2 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

D. Obligations of the Consultant

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| 28 Standard of Performance | 28.1 The Consultant shall: <ul style="list-style-type: none">(a) 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;(b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and(c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties. |
| 29 Law Governing Services | 29.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law. |
| 30 Conflict of Interests | 30.1 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. |
| 31 Consultant Not to Benefit from Commissions, Discounts | 31.1 The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder. |
| 32 Consultant and Affiliates not to Engage in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the 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. |
| 33 Prohibition of Conflicting Activities | The Consultant shall not 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. |
| 34 Liability of the Consultant | 34.1 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.

34.2 The Consultant undertakes full responsibility in respect of life, |

health, and accidents for the Personnel.

34.3 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.

34.4 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 28 provided, however, that the ceiling on the Consultant's liability under GCC 28 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.

34.5 In addition to any liability the Consultant may have under GCC 28, 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 28.

35 Insurance to be taken out by the Consultant

35.1 The Consultant shall:

- (a) take out and maintain, at it's 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.

36 Accounting, Inspection and Auditing

36.1 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 thereof; and
- (b) periodically permit the Client or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

- 36.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 37 Consultant's Actions Requiring Client's Prior Approval
- 37.1 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.
- 37.2 Notwithstanding any approval under GCC 37.1 (b) above, the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- 38 Reporting Obligations
- 37.1 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 electronic forms acceptable to the client in addition to the hard copies specified in the said Appendix.
- 39 Proprietary Rights on Documents Prepared by the Consultant
- 38.1 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.
- 40 Proprietary Rights on Equipment and
- 39.1 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

Materials
Furnished by 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 which provide record of the content of that communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.

41 Performance
Security

41.1 Performance Security Unless otherwise indicated in the SCC, the Consultant shall upon signing of this Contract, provide at his cost a Performance Security to guarantee the faithful performance of its obligations under this Contract, in the 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. Performance Security shall be in the amount and currency specified in the SCC.

42 Liquidated
Damages

42.1 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 a sum equivalent to the amount of the Performance Guarantee. Where the sum of liquidated damages exceeds a sum equivalent to the amount of the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.

42.2 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

43 Assistance and
Exemptions

43.1 The Client shall provide to the Consultant any such assistance as may be specified in the SCC and that may be necessary or appropriate for the prompt and effective implementation of the Services.

43.2 The Client shall use its best efforts to ensure that the Government

shall:

- (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;
- (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;
- (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
- (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

- 44 Access to project site 44.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.
- 45 Change in the Applicable Law Related to Taxes and Duties 45.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 51.2.
- 46 Services, Facilities and Property of the Client 46.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
- 46.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 51.3 hereinafter.

- 47 Counterpart Personnel 47.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
- 48 Client's Representative 48.1 The Authorised Representative from the Client as specified in GCC 16.1 shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.

F. Payments to the Consultants

- 49 Cost Estimate of Services: Ceiling Amount 49.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract. This includes Remuneration as set forth in GCC - 47.1, and Reimbursable Expenses as set forth in GCC - 47.2.
- 49.2 Except as may be otherwise agreed under GCC 22 and subject to GCC 46.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
- 49.3 Notwithstanding GCC 46.2 hereof, if pursuant to any of the GCC 42 or 44, 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 46.1, the ceiling set forth in GCC 46.2 shall be increased by the amount of any such additional payments.
- 50 Remuneration and Reimbursable Expenses 50.1 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services at the rates agreed and specified in Appendix 6 to the Contract and subject to price adjustment, if any, as specified in the SCC. Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).
- 50.2 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
- 51 Terms and Conditions of Payment 51.1 All payments under this Contract shall be made in Tanzania Shillings to the account of the Consultant specified in the SCC.
- 51.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the Contract, may be charged to the contingency, provided for only if such expenditures were approved by the Client prior to being incurred

51.3 The Client shall pay the Consultant within a number of days specified in the SCC after the receipt by the Client of such invoices with supporting documents.

51.4 If the Client has delayed payments beyond fifteen (15) days after the due date, 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.

51.5 Payments in respect of the Services shall be made as specified in from GCC 49-51 inclusive.

51.6 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.

51.7 With the exception of the final payment under GCC 51, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

52 Advance Payment

52.1 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:

- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.

52.2 The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.

53 Interim Payments

53.1 After the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC 49 to 51 for such month. The Client shall effect payments within the period specified in GCC 48.3.

54 Final Payment

54.1 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 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.

54.2 Any amount paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within six (6) months after the acceptance of the final report.

55 Suspension of Payments

55.1 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. Termination and Settlement of Disputes

56 Termination for Default

56.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.

56.2 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 under the Contract;
- (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 59.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to; or
- (f) If the Consultant or the Client fails to perform any other obligation under the Contract.

57 Termination for Insolvency

57.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if the Client or the Consultant becomes bankrupt or otherwise insolvent or goes into

liquidation other than for reconstruction or amalgamation.

- 58 Termination for Convenience 58.1 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.
- 59 Termination because of Force Majeure 59.1 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 twenty eight (28) days.
- 59.2 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 60 Cessation of Services 60.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC 53 to 56, 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.
- 61 Payment upon Termination 61.1 Upon termination of the Contract pursuant to GCC 53 to 56, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to GCC 47.1 for Services satisfactorily performed; and
 - (b) reimbursable expenditure pursuant to GCC 47.2 for expenditures actually incurred.
- 62 Settlement of Disputes 62.1 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.
- 62.2 Arbitration (a) If the dispute cannot be settled amicably the same may be settled through arbitration in accordance laws of the Client's Country.

SECTION 4: SPECIAL CONDITIONS OF CONTRACT

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	<p>The Client is:</p> <p>SAGCOT CENTRE LIMITED 5th Floor, Masaki Ikon Building, Bains Avenue, P.O. Box 80945 Dar Es Salaam</p> <p>[Name of authorized representative - ANNA R. MTAITA]</p>
1.1 (d)	The Consultant is: TO BE DETERMINED
1.1 (k)	The Intended Completion Date is: JULY 28, 2023
4.6	The assignment is to be completed in the following phases: NONE
6.1	Non-eligible countries are: NOT APPLICABLE
6.2	Materials, equipments and supplies used by the Consultant are not permitted if they have originated in: NOT APPLICABLE
7.1	The governing language shall be: ENGLISH
11.1	<p>The addresses for <u>Communications and Notices</u> are:</p> <p>Client : SAGCOT CENTRE LIMITED</p> <p>Attention : ANNA R. MTAITA</p> <p>Facsimile :</p> <p>E-mail : info@sagcot.co.tz</p> <p>Consultant : TO BE DETERMINED</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>
15.1	The Member in Charge is: NOT APPLICABLE

16.1	The Authorised Representatives are: For the Client : ANNA R. MTAITA For the Consultant : TO BE DETERMINED
18.1	The effectiveness conditions are the following: SO AS ABOVE
19.1	The time period shall be: SO AS ABOVE
20.1	The time period shall be: SO AS ABOVE
21.1	The time period shall be: SO AS ABOVE
34.4	The ceiling on Consultant's liability shall be limited to: NOT LESS THAN TOTAL PAYMENTS EXPECTED TO BE MADE UNDER THE CONSULTANT'S CONTRACT.
35.1(a)	The risks and the coverage shall be as follows: (a) 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.
38.1	"The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client". "The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant." "Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."
40.1	Performance Security shall be: NOT APPLICABLE.
46.2	The ceiling is: <i>[insert amount]</i>
47.2	The Reimbursable expenses are set forth in Appendix 6 to the Contract
48.1	The account (s) is (are): TO BE PROVIDED.
48.3	The Client shall effect payment within 30 days.
48.4	The interest rate is 1%.
59.2(a)	The place of Arbitration is: DAR ES SALAAM, TANZANIA

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
- 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

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 envelopes¹.

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]².

We hereby declare that all the information and statements made in this Proposal are true and accept that the any misinterpretation contained I it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 23.1 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 45.1 of the Proposal Data Sheet.

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

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

We remain,

Yours sincerely,

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

¹ [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."]

² [Delete in case no association is foreseen.]

Form 5A2 Consultant's Organization and Experience

Consultant's Organisation

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

Consultant's Experience

Major Work Undertaken during the last Five Years that best Illustrates Qualifications

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

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organisation: No of Staff: No of Person-Months
Start Date (Month/Year)	Completion Date (Month/Year)	
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 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

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

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

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

Form 5A5 Work Schedule

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

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

- 2 Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 5A6 Team Composition and Task Assignments

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

Form 5A7 Staffing Schedule1

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

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

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

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH				
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<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>Ecellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i>			
	<i>[starting with position list in reverse order <u>every employment held and state the start and end dates of each employment</u>]</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. January 1999]</i>	<i>[e.g. December 2001]</i>		
	EMPLOYER 2	FROM:	TO:		
	EMPLOYER 3	FROM:	TO:		

EMPLOYER 4 (etc)	FROM:	TO:
11 WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>	

12. CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Name of Expert	Signature	Date	{day/month/year}
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Name of authorized	Signature	Date
--------------------	-----------	------

Representative of the Consultant
(the same who signs the Proposal)

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 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 Form of Tender; 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 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 17 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

Appendix: Financial Negotiations – Breakdown of Remuneration Rates

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 23.1 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 must coincide with relevant Total Costs indicated in Forms 5B3.

Form 5B3 Breakdown of Staff Remuneration

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

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

5C. Contract Agreement

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) 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 6).

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

- Appendix 1: Description of the Services
- Appendix 2: Reporting Requirements
- Appendix 3: Personnel and Sub Consultants
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates

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

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

SECTION 6: TERMS OF REFERENCE



TERMS OF REFERENCE

FOR REVIEW OF THE SAGCOT GREEN PRINT AND INCLUSIVE GREEN GROWTH (IGG) GUIDING TOOL

1. BACKGROUND AND RATIONALE

The SAGCOT initiative is a public-private partnership that aims to bring together public and private partners in the Southern Growth Corridor of Tanzania to help transform the agricultural sector in a sustainable and inclusive manner. Established in 2011 as a Special Purpose Vehicle (SPV) to coordinate the SAGCOT initiative, SAGCOT Centre Limited (SCL) has played a key role in the transformation of agriculture by promoting environmental sustainability and social inclusivity. Through SCL's brokered partnerships, private investors and CBOs have been able to work directly and more effectively with smallholder farmers. This has led to increased adoption of improved farming technologies (including improved seeds and fertilizer, soil testing), farm yield and household income. These achievements have been made possible through the implementation of the SAGCOT Green Print, a guiding tool that SCL developed in collaboration with Conservation Organizations to integrate the green growth agenda into the SAGCOT Partnership since 2012.

Guided by the SAGCOT Green Print, a coalition of Conservation organizations (IUCN, TNC, WWF, CARE International), and SCL under the supervision of the Vice Presidents' Office, formed a dialogue platform called the Green Reference Group (GRG) which developed an Inclusive Green Growth (IGG) guiding tool - a technical tool to promote green growth practices through commercial investments under the SAGCOT Partnership. The IGG guiding tool helps facilitate and assess the compliance of partners with the IGG principles. This IGG tool includes both a detailed description of the requirements for IGG principles compliance and a self-assessment section which is to be completed annually by each partner. As such, the tool helps partners and SCL map potential areas of non-compliance with legal requirements and other IGG principles.

By mid-October 2022, over 40 agribusinesses in the SAGCOT region have been assessed on IGG compliance, and about 50% of them are rolling out

recommendations given after the IGG compliance assessment. Since its introduction in 2014, it is desired that IGG Tool compliance helps investments to be more sustainable and resilient to climate change impacts and, more importantly, become responsible to the surrounding communities. This is one of the core goals of the SAGCOT Initiative and the working principle under the SAGCOT partnership.

Despite the successes recorded, the Green Print and the IGG tool are due for review and potential revision to keep on the cutting edge and capture more recent developments in this space, these includes, introduction of Climate Smart Agriculture (CSA) and Nationally Determined Contributions (NDC). In this regard, SAGCOT Centre Ltd is recruiting a qualified consultant to undertake this assignment of updating the Green Print (after 11 years) IGG tool (after 8 years) of application.

2. OBJECTIVE OF THE ASSIGNMENT

The overall objective of this assignment is to review, reflect and capture new developments in this space, to ensure that these remain relevant and effective in addressing issues of inclusivity and sustainability.

More specifically, this assignment aims at:

- a) Reviewing the SAGCOT Green Print;
- b) Reviewing the IGG guiding tool;

3. SCOPE OF WORK

- a) Green Growth Contextual analysis: desk review of the green growth context outside SAGCOT region and compare with SAGCOT region status;
- b) Undertake a thorough review of the existing SAGCOT Green Print;
- c) Review new opportunities that comes with the commodity compact approach which is employed by SAGCOT Partnership. This will describe a methodology for a strategic environmental/climate assessment including the design of the commodity compacts especially best approaches in a circular economy assessment;
- d) Gender equity and vulnerable groups inclusion: Snap shot of gender and vulnerable groups inclusion analysis with specific attention on the creation of opportunities for the development and the rights of women, youth, girls and vulnerable groups. This would be defining a cross-cutting issue in all activities and specifically dedicated to the promotion of gender equity and inclusion in service delivery (in production and processing sub sectors);
- e) Compile lessons learned and suggestions collected over the period of its rollout, including consultations with SAGCOT Centre, the GRG, EFG, SFG, and Business Feeder Group (can be done in focus groups). Identify a diverse short-list of key private sector IGG implementers also to interview. Synthesize

all updated input and, in consultation with SAGCOT Centre, identify necessary improvements. These should include the following:

- i. Integrate climate adaptation and mitigation aspects, including how Climate Smart Agriculture (CSA), Nature based Solutions (NbS) and Nationally Determined Contribution (NDC) ambitions will be met or complied with by the SAGCOT Partners; and
 - ii. Review and Improve the compliance checklist for efficient IGG assessment by the IGG task force.
 - iii. Consideration for the development of more quantifiable scoring categories
 - iv. Map perceptions of climate change impacts among the partners.
 - v. Include questions in the IGG tool that capture information on potentially negative impacts on subsistence farmers and pastoralists.
- f) List all compliance requirements for each regulatory institution related to investment in agricultural sector;
 - g) Work on Improvement of the compliance checklist for efficient IGG assessment by the IGG task force;
 - h) Workshop with new and existing users to “test” the revised version; make changes to develop a “final” version for subsequent rollout;
 - i) Validation workshop for key stakeholder that reviews the final version.

4. EXPECTED OUTPUTS OF THE ASSIGNMENT

- a) Inception Report with detailed understanding of the Terms of Reference, clearly stating the approach, methodology, workplan and instruments/tools for undertaking the assignment including a tabulation plan of how each indicator will be obtained.
- b) Revised Green Print with CSA, NbS and NDC implementation guidance and as per section 2 of this ToR, plus a gender inclusion and vulnerable groups analysis section. One copy, in English language;
- c) Revised IGG guiding tool with CSA, NbS and NDC implementation guidance and as per section 2 of this ToR, plus a gender inclusion assessment section. Four copies; in both English and Swahili languages.
 - i. Small scale Producers (English -1, Swahili -1)
 - ii. Medium & Large-Scale Producers (English -1, Swahili -1)
 - iii. Small scale processors (English -1, Swahili -1)
 - iv. Medium & Large-Scale Processors (English -1, Swahili -1)
- d) Summarized lessons learned and feedback/suggestions from users and other key stakeholders along with list of necessary improvements;
- e) A methodology for a commodity compacts environmental safeguard;
- f) Revised IGG compliance checklist;
- g) An updated list of public regulatory authorities;
- h) Four (4) copies of the revised IGG tool in print and 8 electronic copies (4 in English and 4 in Swahili language);

- i) IGG tool training materials to be used by trainers;
- j) PowerPoint presentation slides of the Green Print and IGG Tool.

5 TIME FRAME

The assignment is expected to be carried out for 60 days from the date of contract sign-off until the submission of final reports.

6. CONSULTANT QUALIFICATIONS

SAGCOT Centre Ltd seeks a reputable national or internationally recognized consultancy firm with at least ten years of experience in green growth project management, commercial Value Chain analyses, climate change vulnerability analysis and facilitating transformative Partnership Initiatives in Agriculture and the environment.

It is expected that the successful consultancy firm selected for this project will include the following skills, expertise and experience.

6.1 Technical Competency

- 6.1.1 The consultancy firm should have a mix of 10 international and local experiences and expertise in the following areas: Inclusive green growth agenda especially in donor funded national development programs and or similar assignments, breadth of experience in assessing and supporting small and medium business growth;
- 6.1.2 Demonstrated ability to work as a multidisciplinary person, and team, to engage different stakeholders such as local and national level governments, CSOs especially, conservation and social rights issues;
- 6.1.3 Demonstrated experience in climate change mitigation/adaptation and sustainability in business management;
- 6.1.4 Ability to engage the private sector and policymakers both at national and local levels;
- 6.1.5 Strong knowledge about and experience in environmental sustainability aspects, including biodiversity, ecosystem services, watershed management;
- 6.1.6 Extensive knowledge/experience of the sustainable agricultural development project globally, in Africa and specifically Tanzania;
- 6.1.7 The firm must possess significant knowledge and experience on business development expertise for value chain analysis;
- 6.1.8 Substantial practical experience in financial and business analysis around agricultural value chains and in economic analysis of mixed farming systems;
- 6.1.9 Participated in design, develop or carried out performance evaluation in commercial investments related to Agriculture, Livestock, and Fishing industries;
- 6.1.10 Ability to engage SMEs and farmers;

- 6.1.11 In depth knowledge and good understanding of the agricultural sector in Tanzania, the policies and strategies, and how it affects or may affect farmers differently;
- 6.1.12 Extensive knowledge and experience in agricultural development in the Southern Highlands, will be of added advantage.

6.2 EDUCATIONAL AND SKILLS REQUIRED

- 6.2.1 Team Leader should have Master's degree in environmental sciences, agriculture, agricultural economics, agribusiness, business management, or other relevant disciplines with experience of not less than 10 years. A PhD in related fields will be an added advantage;
- 6.2.2 Team of experts involved in this assignment should have a minimum of bachelor's degree with not less than 7 years of experience in strategic planning processes and agribusiness development with expertise in ways to foster investments in agribusiness; and
- 6.2.3 Proficiency in written and spoken English and Swahili (not all team members need to be fluent in both English and Kiswahili).

7. WORKING AND CONTRACTING ARRANGEMENTS

SAGCOT CENTRE LIMITED will lead and coordinate the assignment, including facilitating access to relevant reports and reference materials. The team will also be supported by the Head of Cluster and Partnership.

8. PAYMENT TERMS

The payment will be done in the following schedule:

- 8.1 30% upon submission of acceptable inception report
- 8.2 40% upon submission of draft report that includes individual deliverables provided under item 3 above;
- 8.3 30% Final reviewed Green Print and IGG tool acceptable by SAGCOT Centre Limited and GRG Partners.

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 proposal 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 proposal is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement 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)

(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: _____