

**TANZANIA NATIONAL ROADS AGENCY
DAR ES SALAAM BUS RAPID TRANSIT (BRT) PROJECT - PHASE 5**

TERMS OF REFERENCE

FOR

**CONSULTANCY SERVICES OF THE CONTRACT SPECIALIST TO SUPERVISE
AND SUPPORT IMPLEMENTATION OF DAR ES SALAAM BUS RAPID TRANSIT
(BRT) INFRASTRUCTURE PROJECT – PHASE 5**

1. BACKGROUND

The Government of the United Republic of Tanzania has received a Credit from Agence Française De Développement (AFD) to finance implementation of the fifth phase of Dar es Salaam Bus Rapid Transit (BRT) system and intends to apply a portion of the credit for eligible payments under the contract of Contract Specialist to support implementation of the Project for which this Terms of Reference is concerned.

TANROADS is responsible for construction of the Dar es Salaam Bus Rapid Transit (BRT) Infrastructure Phase 5 covering 25.774 km. The project is proposed to be implemented using three (3) Works Contracts and one Supervision Consultancy Contract.

In order to manage properly implementation of the Project, TANROADS looks for a dynamic, motivated, creative and open-minded professional to support management of the project in the capacity of Contract Specialist.

2. OBJECTIVES OF ASSIGNMENT

The objective of the assignment is to supervise and support TANROADS in implementation of the Project particularly to monitor adherence to conditions of contracts in controlling the Project cost, by Consultants and Contractors to enable execution and completion of BRT infrastructure within agreed cost, time frame and quality.

3. SCOPE OF SERVICES

The Contract Specialist will be responsible for monitoring and handling all contractual aspects related to payments, variations, claims, disputes and advising the Project Manager on appropriate actions to be taken by TANROADS. In particular, the Contract Specialist will be required to undertake inter alia the following tasks:

3.1 Procurement and Pre-Contract Services

- 3.1.1 Assist in preparations of Terms of Reference for consultancy services for undertaking project assignments;
- 3.1.2 Assist in reviewing bidding documents to ensure incorporation of appropriate provisions of particular conditions of contracts;

3.2 Verification of Quantities in the Bills of Quantities and Adequacy of the Procedures for Measurement of Works

- 3.2.1 Review Contract Drawings and Specifications for the purpose of verifying accuracy in computation of Bill of Quantities;
- 3.2.2 Review and timely advice on the requested changes for value engineering that have costs implications;
- 3.2.3 Review procedures of taking out measurement of Works done for compliance with Contract requirements and ensure that the same is followed by the Contractor and Consultant in preparation of payment applications and certificates;

- 3.2.4 Review monthly progress reports and bring up comments for any corrective actions required to ensure that quantities for various activities are accurately reported;
- 3.2.5 Conduct site visits to appreciate the scope of Works actually being executed at site and obtain a clear indication of actual measured quantities of Works for various activities.

3.3 Review of Payments and Project Cost

- 3.3.1 Study adequacy of measurement sheets accompanying Interim Payment Certificates (IPC) and Invoices and recommend improvements (if need be) for ensured transparency in measured quantities for payments
- 3.3.2 Review Interim Payment Certificates (IPC), invoices and Final Project Accounts to ensure their correctness in line with contract provisions and process for payments timely;
- 3.3.3 Review timely project expenditure versus the approved contract sum and advise timely on the likely causes of cost overrun;
- 3.3.4 Prepare Annual Budgets and cashflow forecast to enable replenishment of Special Account;
- 3.3.5 Review applications for Exemptions and VAT relief as allowed under contracts;
- 3.3.6 Provide cost inputs to preparations of quarterly and ad hoc reports;

3.4 Review Variation Proposals, Claims and Disputes

- 3.4.1 Review and provide recommendation on Variation proposals from Contractors and/ or Consultants to ensure compliance with contractual terms and conditions;
- 3.4.2 Review Consultants' assessments/determinations on Contractors' claims and advise the Project Manager on any potential issues and recommend remedial actions;
- 3.4.3 Convene meetings with contractors and consultants with view of getting opportunity for identification and early avoidance of potential disputes;
- 3.4.4 Prepare responses to Contractors' referrals to Dispute Boards as may arise from time to time.

3.5 Projection of Project Cost

- 3.5.1 Prepare projection of cash flow requirement and total cost for each contract with consideration of time related costs, variation of quantities, additional works, price escalation, etc.

4. QUALIFICATIONS AND EXPERIENCE

4.1. Education

- (i) Degree in Civil Engineering, Contract Management, Construction Law, Construction Management, Quantity Surveying or Procurement from recognized Universities.
- (ii) Master's Degree in Civil or Highway or Structural Engineering, Engineering Management, Construction Management, Contract Management, Construction Law, or Procurement will be an added advantage

4.2. Professional experience

- (i) Minimum of eight (8) years cumulative experience in highway infrastructure contract management and contract administration;
- (ii) Must have participated in the management of contracts for Works, Goods, Services and associated elements for Donor Funded Projects for not less than five (5) years in the last eight (8) years. Experiences in managing Works contracts with a value > EUR 30M and/or Services contracts with a value > EUR 2M will be considered an advantage. Demonstrated experiences in the negotiation of contract variations and claims management will be positively appreciated;
- (iii) Experience in preparation of Contracts and Contracts management is essential; and
- (iv) Must have knowledge and experience in FIDIC or Multilateral Banks Conditions of Contracts. Experience with Donors' procurement guidelines will be added advantage.

4.3. Language and regional experience requirements

- (i) She/he must have a minimum working experience of at least three (3) years in developing countries; and
- (ii) She/he must be proficient in written and spoken English is mandatory.

5. FACILITIES TO BE PROVIDED BY TANROADS

TANROADS will provide the Contract Specialist with facilities that will enable him/her to perform her/his duties in an efficient manner. These will include the following

- (i) Shared office accommodation including office furniture and equipment;
- (ii) Work-related transport to and from project sites;
- (iii) Relevant information and documents necessary for proper execution of the assignment;

6. DURATION AND TERMINATION OF ASSIGNMENT

6.1. Duration

The Services will commence immediately after signing the Contract. The assignment will be for a period of three years (36 months), with possible extension if need arises and depending on satisfactory performance of the Contract Specialist.

6.2. Termination

This Contract may be terminated before expiry of the duration of the assignment, in accordance with provisions of Employment and Labour Law Act No. 6 of 2004 of the United Republic of Tanzania.

7. RESPONSIBILITIES OF THE CONTRACT SPECIALIST

- (i) All information, data and reports obtained from TANROADS in the execution of the services of the Contract Specialist shall be treated as confidential.
- (ii) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contract Specialist for this assignment shall become and remain the property of TANROADS; the Contract Specialist shall, not later than upon termination or expiration of the Contract, handover all such documents to TANROADS.
- (iii) The Contract Specialist shall be responsible for arranging for his/her own accommodation and transport from place of residence to TANROADS.

8. REPORTING REQUIREMENTS

- (i) The Contract Specialist will report to the Project Manager responsible for BRT Project Phase 5 under the Director of Projects and shall perform his/her duties in collaboration with other members of the BRT Team;
- (ii) The Contract Specialist will be required to provide inputs regarding cost and contractual matters, to regular and ad hoc reports prepared by TANROADS.
- (iii) The Contract Specialist will prepare concise report/timesheet, describing activities performed by him/her on monthly basis; the report shall be in a format to be agreed by the Project Manager.

9. WORKING HOURS AND LEAVE

9.1. Working Hours

- 9.1.1 Ordinary working period starts from 08:00 to 16:30 HRS commencing Monday to Friday excluding public holidays.
- 9.1.2 The Contract Specialist will be expected to work on reasonable extra time when need arises at no additional payment; the CONTRACT SPECIALIST's remuneration shall be deemed to cover for such overtime.

9.2. Leave

9.2.1 The Contract Specialist will be entitled to twenty-eight (28) days paid annual leave during the assignment.

10 PAYMENT TERMS

- (i) The Contract Specialist shall negotiate with TANROADS and agree on remuneration for carrying out the assignment. The agreed remuneration shall be paid on monthly basis. The agreed remuneration shall cover all the Contract Specialist's costs and profits, including social securities, health insurances, pension, as well as any tax obligation that may be imposed on the Contract Specialist.
- (ii) The Contract Specialist's remuneration will be fixed for entire duration of the assignment i.e. three years. If the duration of assignment will be extended, the remuneration will be subject to adjustment due to increase of costs after every 12 months with effect for the remuneration earned in the first calendar month after the end of the Contract initial duration.
- (iii) Adjustment of remuneration shall apply the following formula and National Consumer Price Indices (NCPI) published by National Bureau of Statistics of Tanzania:

$$R = R_o \cdot \frac{I}{I_o}$$

Where,

R = Adjusted remuneration;

R_o = Agreed remuneration rate;

I = Current index for the adjustment month; and

I_o = Base index for the month of the date of the Contract

11 DUTY STATION

11.1. The Duty Station shall be in Dar es Salaam, Tanzania at TANROADS Headquarters, which is likely to move to Dodoma midway of duration of the Contract.