

TERMS OF REFERENCE

FOR

CONSULTANCY SERVICES FOR DESIGN REVIEW AND SUPERVISION OF CONSTRUCTION OF ONE STOP BORDER POST (OSBP) AT MANYOVU/MUGINA – TANZANIA SIDE - PHASE I

1.0 INTRODUCTION

The Government of the United Republic of Tanzania has received fund from the African Development Bank (AfDB) towards the Cost of carrying out Consultancy Services for Design Review and Supervision of Construction of One Stop Border Post (OSBP) at Manyovu/Mugina – Tanzania/Burundi Border Crossing - Phase I.

The OSBP Improvement is part of the Government strategy to facilitate trade and transport in order to enhance trade competitiveness and socio-economic development through improved border operations and Regional Integration.

Operationalization of OSBP will be a key component of the trade and transport facilitation measures under the Project. Within the EAC, notable transport and trade facilitation gains have been registered as a result of OSBPs, namely: (i) time and cost savings at border crossings for both passengers and freight (ii) improved information exchange (iii) improved working environment for border officials and improved safety and security for cross-border traffic and (iv) improved social economical welfare of the communities.

A qualified Consulting Engineering Firm (the Consultant) will be required to undertake Consultancy Services for Design Review and Supervision of Construction of One Stop Border Post (OSBP) at Manyovu/Mugina – Tanzania/Burundi Border Crossing - Phase I as the Employer's Representative pursuant to these Terms of Reference (TOR).

2.0 PROJECT DESCRIPTION

The construction of Manyovu/Mugina OSBP is part of Multinational: Tanzania/Burundi; Rumonge – Gitaza (45km) and Kabingo – Kasulu – Manyovu (260.6km) Road Upgrading Project. Manyovu Border post is located in Buhigwe District within the Kigoma Region in the Northwestern of Tanzania, on the eastern shore for Lake Tanganyika. Manyovu is approximately 56km from Kigoma Town. The implementation of the project is intended to enhance cross border trade facilitation through efficient movement of goods and people within the East African Community (EAC) and neighboring economic blocks.

At the moment delays in cross border cargo clearance and movement of passengers is one of the non-tariff barriers hampering accelerated regional integration. Such barriers translate into high logistics costs and subsequently high costs of imported goods and diminished competitiveness of regionally produced goods in external markets.

The Rehabilitation of Selected Road Sections Phase II: Detailed Architectural and Engineering Design of Manyovu / Mugina One Stop Border Post (OSBP) and Preparation of Tender Documents were completed in March, 2022 by M/s Kagga & Partners.

The Project involves construction of office blocks to accommodate various Government offices operating at the border station, construction of Bypass and internal roads to facilitate traffic flows and pedestrian movement inside the post utilities and related services. Other activities include Staff houses, Parking spaces, Vehicle service bay, Inspection shed, office space for the border agencies,

Warehousing, Entry Gate House/ Canopy, Lighting and Security together with the ICT infrastructure requirements.

3.0 OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to undertake Consultancy Services on behalf of the Tanzania National Roads Agency (TANROADS), the Employer for the Design Review and Supervision of Construction of One Stop Border Post (OSBP) at Manyovu/Mugina – Tanzania side - Phase I.

The specific objectives of the Consultancy Services are:

- a) Validate design review for the purpose of ensuring the correctness, completeness and compliance of the buildings/road design with internationally acceptable standards and latest available National Guidelines. The design review component shall involve a thorough scrutiny on the following packages:
 - i. Detailed engineering design for the buildings/road section under consideration;
 - ii. Environmental and Social Impact Assessment (ESIA) and related Environmental and Social Management Plan (ESMP) by taking into account recommendations of the Client and compliance with the National Environmental Management Council (NEMC) Guidelines;
 - iii. Resettlement Action Plan (RAP) in compliant with the NEMC Environmental Guidelines and the Land Acts No. 4 and No. 5 of 1999;
 - iv. Bills of Quantities (BOQ), if any; and
 - v. Survey data on relevant site and eventually update data and align with the buildings/road design, where necessary.
- b) Supervision of the Works Contract to ensure that the works comply with the approved design, drawings, specifications, conditions of contract and sound engineering practice during construction stage;
- c) Approval of Contractor's working program and drawings;
- d) Preparation of final construction report and as built drawings of all completed works;
- e) Preparation of the Project completion report;
- f) Inspection of completed works during the Defects Liability Period; and
- g) Supervision of maintenance activities during the Defects Liability Period when required.

4.0 CONSULTANT'S RESPONSIBILITIES

4.1. Review of the Design

The Consultant shall validate the whole design carried out by M/s Kagga & Partners aiming at identifying areas (if any) that needs Client's attention and advice accordingly. If such areas need modification the Supervision consultant shall modify as shall be agreed with the Client.

4.2 Construction Supervision

The Consultant shall be fully responsible for the supervision of the construction in accordance with the FIDIC Conditions of Contract. The Consultants shall, in general, exercise the powers of the Engineer in all matters concerning the contract and the execution of the works. He shall supervise the construction works with due diligence and efficiency and in accordance with sound technical, administrative, financial and economic practices.

He shall perform all duties associated with such tasks to ensure that only the best construction practices are followed and that the final product is in all respects equal to, or better than that specified, at the most economic costs and is carried out in full compliance with the governing specifications.

In particular, the Consultant's duties and responsibilities shall include but not limited to the following:

- (i) Locate the camp sites in areas which minimize disruption to local population, fauna and flora, water courses, provide adequate drainage facilities, treatment of sewage and waste disposals. The camp areas should be dismantled and rehabilitated once the construction project is completed;
- (ii) Liaise with the relevant Government authorities and ensure that assessment and compensation of properties including temporary structures and fences, as it may apply, existing within the construction zone is done before the Contractor is sanctioned to possess the site;
- (iii) Ensure that the Contractor organizes COVID-19, HIV/AIDS, STI and TB awareness campaigns by providing health education to the work force and the local population and provide preventive condoms. For this aspect of the supervision services, the Consultant should include a qualified Public Health Expert/Sociologist as part of the supervision team;
- (iv) The Consultant shall prepare a Supervision Manual, which will lay-out procedures to be followed during the execution of the construction works. The Manual will also serve as a reference material while providing "On-the-Job Training" to the Client's staff and/or visiting trainees during the implementation of the works contract;
- (v) Receive, analyze and approve the Contractor's program of works prior to the commencement of construction activities. The Consultant shall provide appropriate and timely inputs to the program where required to ensure that construction works are implemented using effective, and realistic plans and schedules;
- (vi) Monitoring of Contractor's mobilization progress for staff, equipment and materials and provide appropriate advices when required to facilitate the process;
- (vii) Receive and reviews the contents and amounts of all relevant Insurance Certificates submitted by Contractor as required by the Works Contract and advise the Client accordingly;
- (viii) Receive and verify the Registration Cards of key equipment and plants mobilized on site by Contractor for execution of Works before submitting the same to the Client;
- (ix) Ensure the correctness of beacons and benchmarks for setting out of Works, and cause Contractor to re-establish the missing ones where needed in accordance with the works requirements and agreed specifications;
- (x) Receive, review and approve the designs, specifications, drawings and other relevant documents prepared by the Contractor;
- (xi) Taking necessary measures and provision of appropriate advice to TANROADS at all times to enable the construction contract be completed in a timely and cost effective manner; and in conformity with the contract terms, conditions and specifications;

- (xii) Study and analyze all relevant documents and reports associated with the contract and be able to foresee possible challenges in the contract if any, and advice the Client (TANROADS) appropriately during the construction and defects liability period of the contract;
- (xiii) Guide Contractor and the relevant authorities on the identification, valuing and removal of utilities to be affected by the construction works;
- (xiv) Perform design review during construction stage and propose appropriate changes when necessary. All design changes that affect the quality, scope, cost or completion period of the works are subject to prior consultation and approval from the Client;
- (xv) Inspecting, testing and approving all materials and completed works to ensure compliance with technical specification requirements;
- (xvi) Keeping updated all records including reports, works diaries, correspondence, instructions given to contractor(s), test records, measurement and quantity calculations, payment records and all other relevant documents pertaining to the works operations and supervision contracts;
- (xvii) Organize and keep records of monthly site meetings between Contractor and Consultant to discuss the progress of works, challenges encountered and the ways forward. The Client will also be attending the meetings when found necessary;
- (xviii) Preparing consolidated monthly reports on physical and financial status, site meetings, contractual matters, etc. with recommendations for action by the Client (TANROADS). The reports shall be submitted in hard and soft copies;
- (xix) Monitoring the implementation of Social and Environmental Impact mitigation measures during the construction of the works in consultation with the Environmental and Social Specialists of TANROADS;
- (xx) Monitoring the implementation of safety measures during construction of works;
- (xxi) Perform routine and periodic comparison between the works' schedules and the actual progress of works, and cause the Contractor to review the program whenever the previous program is inconsistent with the actual works on site or with the Contractor's obligations;
- (xxii) Preparing control charts of the main activities and a contract master schedule, indicating both previous performance and forecasts for completion including time involved in each case;
- (xxiii) Measuring quantities of approved works and certify monthly and final payment certificates for consideration by the Employer. Monthly certificates to be submitted to the Employer for payment shall include among others, all relevant information about previous payments, amount of the present certificates with supporting measurement sheets and the total cost of the works executed;
- (xxiv) Recording, examining and evaluating all claims submitted by the Contractor, and submit appropriate information within timeframe indicated in the Conditions of Contract for Client's consideration. The Consultant's claims report to the Client is expected to include at least the following information:

- (a) Description of the claim;
 - (b) Source and reason of the claim;
 - (c) Consultant's opinion on the legitimacy and the scope of the claim; and
 - (d) Consultant's conclusions and recommendations on the claim.
- (xxv) Provide appropriate instructions to Contractor in order to protect, store or secure a part of the completed or on-going works against any serious deterioration, loss or damage;
 - (xxvi) Preparation and submission of detailed progress report (soft and hard copy) with updated cost of the civil works contract, implementation schedules and any substantiated request related to additional funding, needed for full completion for the project. The Report shall be prepared when the implementation of the civil works contract reaches a value of 50% and 80% of the initial construction contract;
 - (xxvii) Determine and agree with the contractor on the rates of new works in the contract (if any). The consultant shall seek prior approval from the Client on the new rates before issuing relevant instruction or decision;
 - (xxviii) Maintaining a site diary on a daily basis using the format to be agreed with Client;
 - (xxix) Prepare and submit to the Client the Final Report at Substantial Completion and Final Completion Reports at the end of the defects liability period;
 - (xxx) Facilitate the preparation of as-built drawings of the buildings, roads and its associated structures and services;
 - (xxxi) Prepare Supervision Manual, which will lay out procedures to be followed during the execution of Works. The Manual will also serve as a basis for on-the-job training of the Client staff and any visiting students during the implementation of the works contract;
 - (xxxii) Organizing and undertaking on the job training for qualified counterpart engineers. The engineers will be seconded to the Consultant by Client during the execution of the works contract. The training will include apart from others, all aspects of supervision of road works contracts, contract works scheduling, quality control of completed works, setting out and measurement, including preparation of as-built drawings and final report; and
 - (xxxiii) Organize stakeholder engagements as shall be advised by the Employer.

4.3 Defects Liability Period

The Consultant shall supervise maintenance of the works (including the administrative aspects of the works) during the defects liability period. For purposes of fulfilling Consultant's obligations during the Defects Liability Period, the Resident Engineer is expected to carry out inspection of the works and subsequently prepare and issue the final certificate. During this period the Consultant shall be expected to draw the attention of the Contractor to any defects as soon as such defects are noticed and shall supervise the subsequent remedial works. As the liability period for the Contract is 12 months, an inspection will be carried out in an interval of 4 months (each inspection visit shall be extended for a period of seven (7) calendar-

days consecutively) after substantial completion of the total works and any deficiencies noted on the buildings or road and its remedial measures be proposed to the Contractor. Depending on the nature of deficiency, repair work will be carried out under the Consultant's supervision. The Consultant will be required to submit the inspection report to the Employer. At the end of the 12 month liability period, the Consultant will do inspection and confirm that the Contractor has completed Works ready for joint inspection and handover. A final inspection will be carried out under the supervision of the Resident Engineer who will prepare and sign the Inspection Report and distribute a copy to the Contractor, TANROADS HQ and Regional Manager Kigoma for joint verification.

4.4 Training

The Consultant shall organize and undertake theoretical and on-the-job training for a maximum of three engineers. The engineers will be seconded to the Consultant by TANROADS during the execution of the works contract. The training will include, among others, all aspects of supervision of building and road works contracts; construction works scheduling, quality control of works, setting out and measurement, including preparation of as-built drawings and final report. A provisional sum of **TZS. 150.00 million** shall be included in the financial proposal for allowances and training pertaining to the counterpart staff.

5.0 CONSULTANT'S PERSONNEL

5.1 Key Staff

In order to execute his obligations the Consultant shall provide qualified Key Staff for the assignment, and shall prepare a work program, and a corresponding manning schedule, showing the timing of activities and the corresponding staff input required for execution of the services. The Consultant shall employ only such Key Staff whose CVs have been approved by the Client. In addition to the expert personnel, the consultant shall determine the support staff to assist with on-site supervision of the works.

The Consultant must provide in the proposal CVs and copies of highest education certificates for all professional and technical staff including the duration in man-months during which the staff will be deployed under the contract.

The estimated number of professional staff-months required for executing the assignment are **107 staff-months**. The desirable inputs of key staff are provided as follows:

(a) Resident Engineer/Team Leader.....	21 staff months
(b) Architect.....	10 staff months
(c) Highway Engineer.....	10 staff months
(d) Structure Engineer.....	15 staff months
(e) Quantity Surveyor.....	15 staff months
(f) Electromechanical Engineer.....	10 staff months
(g) Geotechnical/Materials Engineer.....	10 staff months
(h) Topographical Surveyor.....	10 staff months
(i) ICT Specialist	6 staff months
<u>Total = 107 Staff months</u>	

5.1.1 Resident Engineer:

She/he shall head the site staff and shall be responsible for all technical and administrative aspects on the site.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Civil Engineering or an equivalent qualification. She/he must have a minimum of fifteen (15) years of extensive experience in infrastructure projects. A postgraduate qualification in Civil Engineering and experience in contract administration under FIDIC Conditions of Contract is an added advantage. She/he must have served as a Resident Engineer or equivalent capacity in at least three (3) projects of similar magnitude and complexity in the last 10 years. In addition, she/he must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory

5.1.2 Architect:

She/he shall be responsible for ensuring the main buildings, powerhouse and related buildings are constructed according to design and conform to the Contract specifications.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Architecture or equivalent qualification. A postgraduate qualification is an added advantage. She/he must have a minimum of ten (10) years of specific experience related to supervision of building construction. She/he must have served as the Architect in a similar capacity on at least three (3) projects for building construction of similar magnitude and complexity in the last 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory.

5.1.3 Highway Engineer:

She/he shall be responsible for road surveys, construction of pavement structures, measuring of quantities and management of site operations according to design and conform to the Contract specifications.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Civil Engineering or an equivalent qualification. A postgraduate qualification in Highway Engineering is an added advantage. She/he must have a minimum of ten (10) years of specific experience related to road design and construction. She/he must have served in a similar capacity on at least three (3) projects for construction of bituminous roads of similar magnitude and complexity in the last 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory.

5.1.4 Structure Engineer:

She/he shall be responsible for ensuring the buildings, drainage structures and any other structures are constructed according to design and conform to the contract specifications.

She/he must be a registered Civil Engineer with a BSc in Civil Engineering or an equivalent qualification. A postgraduate qualification in Bridge or Structure Engineering is an added advantage. She/he must have a minimum of ten (10) years of specific experience in bridge design and construction. She/he must have served in at least three (3) projects of similar magnitude and complexity in the last 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory.

5.1.5 Quantity Surveyor:

She/he must be responsible for ensuring that all measurements and equivalent of executed works submitted for payment by the Contractor in connection with the construction of civil works, supply of the equipment, and other buildings conform to actual quantities executed on site, and are in line with the approved design and Contract specifications.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Quantity Surveying, Building economics or equivalent qualification. Postgraduate qualification in building economics is an added advantage. She/he must have a minimum of ten (10) years of specific experience in building economics related to building/road works. She/he must have served as Quantity Surveyor in at least three (3) infrastructure projects of similar magnitude and complexity in the last ten (10) years. In addition, she/he must have a working experience of at least 3 years in Sub-Saharan Africa. Proficiency in written and spoken English is mandatory.

5.1.6 Electro-Mechanical Engineer:

She/he shall be responsible for ensuring all electronics, electrical and mechanical installations are performed according to design and conform to the contract specifications.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Electronics, Electrical or Mechanical Engineering or equivalent qualification. Postgraduate qualification is an added advantage. She/he must have experience in supervision of electronics, electrical and mechanical installation of not less than ten (10) years. She/he must have served as Service Engineer or equivalent capacity for at least three (3) building construction projects of similar magnitude and complexity in the past 10 years. In addition, she/he must have a working experience of at least three (3) years in Sub-Saharan Africa. Proficiency in written and spoken English is mandatory.

5.1.7 Geotechnical/Materials Engineer:

She/he shall be responsible for ensuring the quality of all materials to be incorporated in the works, as well as the completed works, conform to the contract specifications.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Civil Engineering or equivalent qualification. Postgraduate qualification in Pavement or Materials Engineering is an added advantage. She/he must have a minimum of ten (10) years of specific experience in Pavement/Materials matters related to road works. She/he must have served in at least three (3) infrastructure projects of similar magnitude and complexity in the Last 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory.

5.1.8 Topographical Surveyor:

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a minimum of Advanced Diploma in Land Surveying. She/he must have ten (10) years specific experience in road design and construction. She/he must have served in at least three (3) road construction projects in the last 10 years. In addition, he/she must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory.

5.1.9 ICT Specialist

The Information Technology specialist shall be responsible for supervision of installation of Structured Local Area Network (LAN) and the Security Systems.

She/he must be a registered/member with a relevant professional regulatory body and have a current practicing certificate with a degree in Computer Science, Management Information System or related discipline. She/he must have a minimum of ten (10) years specific experience in infrastructure projects. She/he must have served as an ICT Specialist in at least three (3) building construction projects of similar nature and complexity for the last ten (10) years. She/he must have a working experience of at least 3 years in Sub-Sahara countries. Proficiency in written and spoken English is mandatory.

5.2 Head Office Backstopping Support Staff:

Project Director

The Project Director shall guide and support the site supervision staff for the duration of the project. He shall be based at the Consultant's head office and shall co-ordinate any specialist services that may be required from the Consultant.

5.3 Site Support Staff:

In addition to the key personnel designated above, the Consultant shall provide the support and back-up staff to assist with on-site supervision of the works in the following categories:

- (a) Works Inspector – Buildings works (1 No.);
- (b) Works Inspector – Road works (1 No.);
- (c) Material Technician (1 No.);
- (d) CAD Technician (1 No.);
- (e) Sociologist (1 No.);
- (f) Assistant Surveyor (1 No.);
- (g) Environmentalist (1 No.);
- (h) Sociologist (1 No.);
- (i) Office Secretary (1 No.); and
- (j) Occupational Health and Safety Officer (1 No.).

Note:

CVs for Support Staff will not be evaluated.

5.4 Staff Requirement during Defects Liability Period

The Consultant shall assign the Resident Engineer to conduct the inspection during the defects liability period as described in paragraph 4.4.

5.5 The Consultant's Staff

The Consultant's staff shall:

- (a) Be available to move to the Works site upon the commencement of the contract; and

- (b) Accord officials from TANROADS, Tanzania Revenue Authority (TRA) and the Ministry of Works the opportunity to inspect the works and the related documentation.

6.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

TANROADS will provide liaison with the Government Ministries, Departments and Agencies (MDA) in order to introduce the Consultant to them. However, the Consultant shall be fully responsible for collecting data and information from various departments/agencies;

6.1 The Client will make available to the Consultant the following:

- (a) Study reports, including appendices, etc. relevant to the assignment, that have been carried out by or for the Employer and any other relevant data available, which are necessary for the proper execution of the supervision of the construction works.
- (b) Fully furnished and equipped office space on the site for the members of the supervision team, including maintenance, water, electricity, office supplies and consumables.
- (c) Four (4) vehicles: 1Nos. Brand New Diesel Powered 4WD Station Wagons (engine capacity 3000cc) i.e. one for the Resident Engineer, 3Nos. Brand New Diesel Powered 4WD Double Cabin Pickups (engine capacity 2800cc) to be used by the Consultants staff and 1No Brand New Diesel Powered 4WD Double Cabin Pickup (engine capacity 2800cc) to be used for TANROADS - Regional Office.
- (d) Accommodation: 2Nos. Type I house; 1No for Employer and 1No for Resident Engineer, 4Nos. Type II House for the Supervision Staff and 2 Units of Multiple Accommodation, Wash House, Office Accommodation and Materials Testing Laboratory.
- (e) Materials Testing and Surveying Equipment
- (f) Airtime for Eleven (11) Mobile Phones for project communication purposes: 2Nos. for TANROADS Engineers at HQ and Kigoma region and 9Nos. for the Consultant Staff.

After completion of the Project, the Engineers Facilities shall revert to the Employer.

6.2 The Client will assist the Consultant to:

- (a) Obtain formal consent from independent authorities or persons having rights or powers in connection with the works or the site thereof;
- (b) Obtain ministerial orders, sanctions, licenses and permits in connection with the works;
- (c) Register a non-Tanzanian firm and key staff with the Engineers Registration Board or equivalent bodies. Any associated cost will be borne by the Consultant.

6.3 The Consultant's Inputs

The Consultant inputs are enumerated as follows:

- (a) The Consultant shall employ only such key professional staff whose CV's have been approved by the Client. Replacement or temporary substitution shall not be permitted unless in emergency cases or under very exceptional unnatural circumstances;

- (b) The Consultant shall arrange and provide supervision schedule and monitor efficient performance of staff under his jurisdiction;
- (c) The Consultant shall ensure that his supervision staff provide organized on-job-training and instructions to counterpart personnel assigned to the Project, monitor their performance and submit the output together with Monthly Progress Report; and
- (d) In executing the required assignment, the Consultant shall fully cooperate with relevant Government Ministries, Departments and Agencies (MDA) on all project matters.

7.0 REPORTING

The required reports shall be submitted in four (4) copies, directly to TANROADS Headquarters and one (1) copy, directly to TANROADS Regional Manager's Office – Kigoma Region both in hard copies (i.e. full color prints and perfect binding type) together with softcopy through Electronics Documents Management System (EDMS) and Ms Word/Excel saved in USB Flash; the design drawings shall be in DXF or DWG formats. All reports and documents relevant to the services, including maps, field survey notes, computer programs, shall become the property of Employer.

7.1 Inception Report

This report shall give a brief description of the Consultant's establishment plan for the project, staffing, programme of executing the works and such remarks as deemed appropriate. Inception Reports shall be submitted within 30 days after the effective date of the Contract. The Client shall review and provide comments on the Inception Report within a period of ten (10) working days for the purpose of enabling the Consultant to proceed smoothly with the next step of undertaking the assignment.

7.2 Design Review Report

The Consultant shall prepare a Design Review Report three (3) months after the commencement date of the Consultancy services. This report shall include results of the review of the design, drawings, and ESIA reports. The draft design review report shall be submitted to TANROADS for review within two (2) months. The final design review report incorporating comments and approved design improvement should be submitted within one (1) month.

7.3 Progress Report

- (a) The Consultant shall prepare progress reports every month for the duration of the contract. These are to be submitted and should reach TANROADS not later than 10 days after the end of the month being reported.
- (b) The format and the content of the monthly progress reports shall be as agreed with TANROADS. They will include but not limited to the following:
 - Useful information regarding the implementation of the project allowing a technical and financial follow up of the project;
 - Mention of any changes on the original envisaged technical solutions;
 - Major changes of quantities compared to contractual Bill of quantities;
 - suggestions for resolving any technical and other problems which occur and those affecting the progress of the works; (a separate section will be given to cover issues, problems and solutions)
 - Financial status of both construction and Supervision of the Works;

- Progress charts including percentages of completion of individual main work items and overall project;
- Weather information and charts, and
- Construction and supervision data
- Summary progress of the works, both physical and financial status;
- Record of working units (number of equipment and labour) used for the various types of works and total number of working hours of every item of equipment and labour category;
- Details of claims if any, made by the respective Contractor.

7.4 Detailed Progress Report

When the implementation of the civil works contract reaches a value of 50% and 80% of the initial construction cost, the consultant shall prepare and submit a detailed progress report with updated cost of the civil works contract, implementation schedules and substantiate any request related to additional funding, needed for full completion of the project.

7.5 Final Reports

(i) Project Completion Report (PCR)

The Consultant shall prepare and submit Final Completion Report within 30 days after the Substantial Completion of Construction Works. The report shall include among other things, as built drawings, type, quality and quantity of materials used for construction of various sections and structures of the project buildings/road and other relevant information that would enable TANROADS to apply for future maintenance or new construction works.

The report shall also include a summary of the principal difficulties encountered during construction and the means employed to overcome them, changes (if any) made in the original designs, modifications to specifications and conditions of contract, all variation orders, assessment of claims by the Contractor, utilization of provisional and price variation and physical contingencies sums, cumulative monthly payments to the Contractor designated by date and number of payment certificate and break down into foreign and local currencies and including a similar payment schedule for supervision services. The details of the overall project costs (construction and supervision) with justification for any significant differences with the original shall be given in the Final Report.

(ii) Final Completion Report after DLP

The Consultant shall prepare and submit Final Project Report and Final Account within three (3) months after the issuance of the Defects Liability and Final Payment Certificate. The Final Project Report shall include a separate volume on maintenance proposal of the respective road section.

7.6 Liquidated Damages

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance Guarantee, the Client may terminate the Contract, without prejudice to other courses of action and remedies open to it.

8.0 DURATION OF THE ASSIGNMENT

The duration of Design Review, Construction Supervision and Defects Liability Period is **18 months and 12 months** respectively. The engagement shall be deemed to have started on execution of the Agreement for the Services and shall terminate when the final inspection of the works at the completion of the defects liability period has been done and the Consultant has fulfilled all of his obligations.

9.0 PAYMENT TO THE CONSULTANT

9.1 Payments

- (i) Payments for undertaking the assignments as described in these Terms of Reference shall be made on monthly basis and cover remuneration for approved personnel and respective reimbursable expenses;
- (ii) The Consultant's remuneration shall be deemed to cover his statutory liabilities, travel costs and support of his Head Office including obligations other than additional services not covered by the Terms of Reference under consideration.

9.2 Costs

The costs shall be invoices and cover the Consultant's performance of his duties described in the Terms of Reference including the following:

- (i) monthly remuneration and subsistence allowances for expatriate personnel;
- (ii) monthly remuneration and subsistence allowances for local personnel;
- (iii) transportation of foreign-based key personnel and local travel costs;
- (iv) reimbursable expenses concerned with the production and printing reports, including associated secretarial expenses as described on paragraph 7 above;
- (v) shipment of personal effects that are appropriate for the assignment; and
- (vi) Other relevant contractual costs which must be specified by the Consultant.

9.3 Advance Payment

An advance payment of 15% in foreign currency and 15% in local currency of the contract sum shall be made upon request within thirty (30) days after the Effective Date to cover initial mobilization costs against an equivalent amount of acceptable Unconditional Advance Payment Bank Guarantee issued by the Local commercial Bank; and

The advance payment will be set-off by the Client in ten (10) equal instalments against the statements starting from the 5th invoice for the rendered services, until an advance payment has been fully recovered.

9.4 Reimbursable Expenses

Reimbursable expenses, which cover all out of pocket expenses and shall be made against contractual acceptable documentary evidence, as agreed with the Client.

9.5 Payment Certificates

Payment certificates shall be subjected to 5% retention to a maximum of 5% of the contract sum, which shall be released after the Consultant submit the Acceptable Completion Report and "As-Built-Drawings" as required in the Terms of Reference.

9.6 Other payments

No other payments will be made to the Consultant under this contract.

10.0 LEAVE

The Consultant's Expatriate Staff engaged in the Supervision of the Construction Works will be entitled to 30 days leave per calendar year. In connection with leave, the Expatriate Staff are entitled for one round trip international travel per year, for which the Consultant will be reimbursed. Man-months during annual leave will not be paid. During the absence of leave the Staff's duties shall be handed over to an appropriate Staff approved by the Employer.

11.0 PROJECT COORDINATION

- (i) The Consultant will be accountable to the Chief Executive, TANROADS for all contractual issues and shall work closely with the Director of Projects at Headquarters for all technical guidance enabling successful accomplishment of specific contractual tasks.
- (ii) In the course of executing the assignment, the Consultant's Resident Engineer shall report to the TANROADS Regional Manager – Kigoma Region and obtain support liaison services in relation to the assignment; simultaneously the incumbent shall take charge of the operations and acceptable performance of duties and responsibilities of all Key and Support Staff as described on Section 5.0 above.