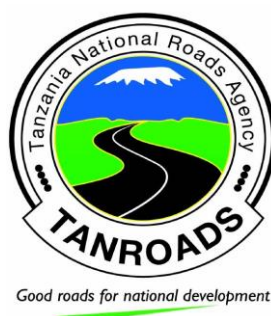


**THE UNITED REPUBLIC OF TANZANIA**

**MINISTRY OF WORKS**



**TANZANIA TRANSPORT INTEGRATION PROJECT (TanTIP) –  
PROJECT ID: P165660**

**TERMS OF REFERENCE FOR THE CONSULTANCY SERVICES FOR  
TANROADS' CAPACITY STRENGTHENING – ENGAGEMENT OF CONTRACT  
SPECIALIST NO. 1 UNDER THE TANZANIA TRANSPORT INTEGRATION  
PROJECT (TanTIP)**

**SEPTEMBER 2023**

# **TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR TANROADS' CAPACITY STRENGTHENING – ENGAGEMENT OF CONTRACT SPECIALIST NO. 1 UNDER THE TANZANIA TRANSPORT INTEGRATION PROJECT (TanTIP)**

## **1.0 BACKGROUND**

The Government of the United Republic of Tanzania has received a credit from the World Bank towards the cost of the Tanzania Transport Integration Project (TanTIP) which comprises of rehabilitation of Mtwara – Mingoyo – Masasi (200 km), Rutikira – Songea (100 km), Lusahunga – Rusumo (92 km) and Upgrading of Iringa – Msembe (104 km), Rehabilitation and Improvements of Regional Airports of Tanga, Iringa and Lake Manyara and intends to apply part of the proceeds of this credit to eligible payments under Contract for Individual Consultancy Services of Contract Specialist 1 to support the Tanzania National Roads Agency (TANROADS).

## **2.0 PROJECT DESCRIPTION**

The principal objective of the TanTIP project is to improve the safety, climate resilience and capacity of key road corridors and regional airports and improve the capacity of relevant transport sector institutions to plan for and manage the sector.

The project is complex and sub-projects are widely scattered in different regions in the country. Though TANROADS has professional expertise in the contract management, the number of personnel does not match the current workload, hence the need for additional staff to fill the gap in order to assist in the management of road projects efficiently and effectively.

In order to manage properly the implementation of the TanTIP, TANROADS wishes to engage a young, dynamic, motivated, creative and open-minded individual consultant to support the management of the project in the capacity of a Contract Specialist No. 1 of which, this Terms of Reference refers.

## **3.0 OBJECTIVES OF THE CONSULTANCY SERVICES**

The objective of the assignment is to monitor adherence to conditions of contracts in controlling the project cost, by consultants and contractors to enable execution and completion of TanTIP infrastructure within the agreed cost, time frame and quality.

## **4.0 SCOPE OF SERVICES**

The Contract Specialist No. 1 will be responsible for monitoring and handling all contractual aspects related to payments, variations, claims and disputes and advising the Project Manager on appropriate actions to be taken by TANROADS. In particular, the Contract Specialist No. 1 will be required to undertake inter alia the following tasks:

### **4.1 Procurement and Pre-Contract Services**

- 4.1.1 Assist in preparations of terms of references for consultancy services for undertaking project assignments; and

- 4.1.2 Assist in reviewing bidding documents to ensure incorporation of appropriate provisions of particular conditions of contracts.

#### **4.2 Verification of Quantities in the Bills of Quantities and Adequacy of the Procedures for Measurement of Works**

- 4.2.1 Review contract drawings and specifications for the purpose of verifying accuracy in the computation of bill of quantities;
- 4.2.2 Review and provide timely advice on the requested changes for value engineering that have cost implications;
- 4.2.3 Review procedures of taking out the 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;
- 4.2.4 Review monthly progress reports and provide comments for any corrective actions required to ensure that quantities for various activities are accurately reported; and
- 4.2.5 Conduct site visits to appreciate the scope of works actually being executed at the site and obtain a clear indication of actual measured quantities of Works for various activities.

#### **4.3 Review of Payments and Project Cost**

- 4.3.1 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;
- 4.3.2 Review Interim Payment Certificates (IPC), invoices and Final Project Accounts to ensure their correctness in line with contract provisions and process for payments timely;
- 4.3.3 Review timely project expenditure versus the approved contract sum and advise timely on the likely causes of cost overrun;
- 4.3.4 Prepare annual budgets and cashflow forecast to enable replenishment of Special Account;
- 4.3.5 Review applications for exemptions and VAT relief as allowed under contracts; and
- 4.3.6 Provide cost inputs to preparations of quarterly and ad hoc reports.

#### **4.4 Review Variation Proposals, Claims and Disputes**

- 4.4.1 Review and provide recommendations on Variation proposals from contractors and/ or consultants to ensure compliance with contractual terms and conditions;
- 4.4.2 Review consultants' assessments/determinations on contractors' claims and advise the project manager on any potential issues and recommend remedial actions;
- 4.4.3 Convene meetings with contractors and consultants with the view of getting an opportunity for identification and early avoidance of potential disputes; and

4.4.4 Prepare responses to Contractors' referrals to Dispute Boards as may arise from time to time.

#### **4.5 Projection of Project Cost**

4.5.1 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.

### **5.0 QUALIFICATIONS AND EXPERIENCE**

*a) Education:*

- (i) Minimum of degree in civil/transportation engineering or quantity surveying from recognized universities; and
- (ii) Master's degree in civil/transportation or highway or structural engineering, engineering management, or construction management will be an added advantage.

*b) Working Experience:*

- (i) She/he must have a minimum of eight (8) years post-qualification experience in highway infrastructure contract management and contract administration;
- (ii) She/he must have been involved in at least two (2) infrastructure development project relevant to that position within the last 10 years; and
- (iii) She/he must have a working experience in donor-funded projects and be conversant with contract implementation using FIDIC Forms of contracts.

*c) Language and Regional experience:*

- (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 which is mandatory.

### **6.0 FACILITIES TO BE PROVIDED BY TANROADS**

TANROADS will provide the Contract Specialist No. 1 with facilities that will enable him/her to perform her/his duties in an efficient manner. These include but not limited to a fully furnished shared office, IT facilities and connections (computer, printer, facsimile, internet connection). In case the Contract Specialist No. 1 is assigned activities outside Dar es Salaam, TANROADS will bear the cost of transport and per diem allowances using Government rates.

## **7.0 DURATION, PERFORMANCE REVIEW AND TERMINATION**

### **7.1 Duration**

The duration of the assignment will be 12 Months, may be renewed based on performance and project needs;

### **7.2 Performance Review**

Notwithstanding Sub-Section 7.1 above, a succession of the Services from one year (i.e. 12 months) to another will be subject to the satisfactory performance of the Consultant.

### **7.3 Termination**

Notwithstanding Sub-Section 7.2 above, the contract may be terminated any time before the expiry of the duration of the assignment, in accordance with provisions of contract.

## **8.0 RESPONSIBILITIES OF THE CONSULTANT**

The Contract Specialist No. 1 shall be responsible for the following:

- 8.1 All information, data and reports obtained from TANROADS shall be treated as confidential;
- 8.2 All plans, drawings, specifications, designs, reports, other documents, and software prepared by the consultant for TANROADS under this contract shall become and remain the property of TANROADS, and the consultant shall, not later than upon termination or expiration of this ontract, deliver all such documents to TANROADS; and
- 8.3 Arranging and paying for his/her own accommodation and daily local transport at his duty station.

## **9.0 REPORTING**

- 9.1 The Contract Specialist No. 1 will report to the Project Manager responsible for the TanTIP Project under the director of projects;
- 9.2 The Contract Specialist No. 1 will be required to provide inputs regarding cost and contractual matters, to regular and ad hoc reports prepared by TANROADS; and
- 9.3 The Contract Specialist No. 1 will prepare a brief report each month, summarizing activities performed by her/him on daily basis; the report shall be in a format to be agreed upon by the Project Manager.

## **10.0 LEAVE AND WORKING HOURS**

### **10.1. Leave**

- 10.1.1. The Contract Specialist No. 1 will be entitled to twenty-eight (28) days of paid annual leave during the assignment;

## **10.2. Working Hours**

- 10.2.1. Ordinary working period starts from 8:00 AM to 4:30 PM commencing Monday to Friday excluding public holidays; and
- 10.2.2. The Consultant will be expected to work on reasonable extra time when the need arises at no additional payment. The Consultant's remuneration shall be deemed to cover for such overtime.

## **11.0 PAYMENT TERMS**

- 11.1. The Consultant's salary is negotiable but will not be more than the estimated value per month. A monthly lump sum amount of remuneration will include all his overheads, social charges and other associated costs including local transportation within Dar es Salaam and insurance premium costs;
- 11.2. The Consultant shall be responsible for all taxes and duties applicable as per the Government of Tanzania rules and regulations;
- 11.3. In case of travel requirements outside TANROADS HQ and within Tanzania for project-related assignments, the consultant shall be paid travel expenses in line with the Government rules and procedures; and.
- 11.4. Payment to the consultant in respect of remuneration will not be adjusted for inflation for the duration of the assignment.

## **12.0 DUTY STATION**

Dar es Salaam (TANROADS HQ offices), Tanzania with field visit as per requirement. There is a possibility of TANROADS HQ Offices to move to Dodoma mid-way the Contract.