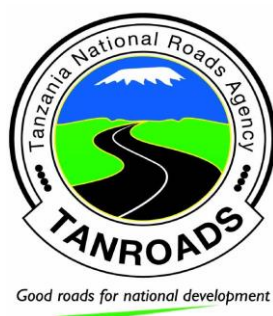


THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS AND TRANSPORT



**DAR ES SALAAM URBAN TRANSPORT IMPROVEMENT PROJECT
(DUTP)**

**TERMS OF REFERENCE FOR INDIVIDUAL CONSULTANT TO
SUPPORT THE IMPLEMENTATION OF DUTP AND CAPACITY
STRENGTHENING TO TANROADS THROUGH THE ENGAGEMENT
OF A CONTRACT SPECIALIST**

APRIL 2023

TERMS OF REFERENCE FOR INDIVIDUAL CONSULTANT TO SUPPORT THE IMPLEMENTATION OF DUTP AND CAPACITY STRENGTHENING TO TANROADS THROUGH THE ENGAGEMENT OF A CONTRACT SPECIALIST

1.0 BACKGROUND

The Government of the United Republic of Tanzania has received a credit from the World Bank towards the cost of the Dar es Salaam Urban Transport Improvement Project (DUTP) and intends to apply part of the proceeds of this Credit for eligible payments under the contract for Consultancy Services to Support Implementation of DUTP and capacity strengthening to TANROADS through recruitment of one (1) Contract Engineer.

2.0 PROJECT DESCRIPTION

The principal objective of the DUTP (BRT) Project is to improve urban mobility and accessibility in the city of Dar es Salaam through the provision of enhanced transport facilities that are reliable and cost-effective, thereby supporting the economic and social development of the city and the country as a whole.

The Project is complex and is being implemented in an urban environment. Though TANROADS has professional expertise in 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 the management of the road projects efficiently and effectively.

In order to manage properly the implementation of the DUTP, 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 Engineer 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 BRT infrastructure within the agreed cost, time frame and quality.

4.0 SCOPE OF SERVICES

The Contract Specialist 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 Engineer 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 reference for consultancy services for

undertaking project assignments;

- 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 bring up comments for any corrective actions required to ensure that quantities for various activities are accurately reported;
- 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;
- 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;
- 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.
- (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 three (3) infrastructure development project relevant to that position within the last 8 years.
- (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

The Employer will provide the following facilities to the staff:

- 6.1 Shared office accommodation including office furniture and equipment;

- 6.2 Work-related transport to and from project sites;
- 6.3 Relevant information and documents necessary for the proper execution of the assignment.

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 Employment and Labour Law Act No. 6 of 2004 of the United Republic of Tanzania.

8.0 RESPONSIBILITIES OF THE CONSULTANT

The Contract Engineer 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 Contract, deliver all such documents to TANROADS.
- 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 will report to the Project Manager responsible for the BRT Project under the Director of Projects.
- 9.2 The Contract Specialist will be required to provide inputs regarding cost and contractual matters, to regular and ad hoc reports prepared by TANROADS.
- 9.3 The Contract Specialist 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 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;
- 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 per month 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. The monthly remuneration shall be deducted Pay as You Earn (PAYE) tax.
- 11.4. 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.
- 11.5. Payment to the expert in respect of remuneration will not be adjusted for inflation for the duration of 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.