THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF EDUCATION SCIENCE AND TECHNOLOGY
(MoEST)

HIGHER EDUCATION FOR ECONOMIC TRANSFORMATION PROJECT (HEET)

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OPEN UNIVERSITYOF TANZANIA

PROVISION OF CONSULTANCY SERVICES FOR ARCHITECTURAL DESIGN, PREPARATION OF DETAILED DRAWINGS, COST ESTIMATES, BIDDING DOCUMENTS AND SUPERVISION OF CONSTRUCTION OF SCIENCE LABORATORY BUILDINGS FOR THE OPEN UNIVERSITY OF TANZANIA REGIONAL CENTRE AT MTWARA, NJOMBE, KIGOMA, MWANZA, ARUSHA, DODOMA AND COAST.

TERMS OF REFERENCE

JANUARY, 2023

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PROVISION OF CONSULTANCY SERVICES FOR DESIGN AND CONSTRUCTION SUPERVISION OF LABORATORY BUILDINGS ON SEVEN ZONES OF THE OPEN UNIVERSITY OF TANZANIA

1.0 BACKGROUND

The Government of the United Republic of Tanzania through the Open University of Tanzania (OUT) under the Ministry of Education and Vocational Training has set aside funds to facilitate University's development projects.

In the financial year 2021/2022, OUT is intending to use part of Higher Education for Economic Transformation (HEET) project fund to cover eligible payment under the contract for provision of consultancy services for design and supervision of the proposed of new buildings for science laboratory services at **Coast, Dodoma, Arusha, Mwanza, Kigoma, Njombe and Mtwara**. OUT intends to utilize part of the fund towards the costs for carrying out design and construction supervision of Laboratory buildings in the seven OUT Regional Centres, including Topographic and Geotechnical surveybefore

The proposed buildings will provide adequate space and equipped facilities for the labs will be used as zonal science laboratories for science students in the project's priority areas. OUT wishes to engage a consultant who is capable of providing relevant, economic and safe architectural and engineering designs, and construction supervision of the Buildings.

2.0. OBJECTIVE OF THEASSIGNMENT

2.1. GeneralObjective

The general objective of the assignment is to carry out complete design of drawings and supervision for construction of laboratory, teaching and research facilities that include Physics Lab, Chemistry Lab, Botany and Zoology Lab, Food Science Lab, Tourism and hospitality Lab, ICT multimedia state of the art Lab, Multipurpose modern Conference facilities as well as offices as shown in Table 1 in this document. The objective is to enhance an effort of having modern laboratory infrastructure and environmental-friendly teaching and research environment to students, members of staff, and other stakeholders.

2.2 SpecificObjectives

2.2.1 Review Available Documents Related to the Project as Provided by theClient

The consultant shall review draft preliminary designs and all relevant documents required for accomplishment of the project. The consultant shall then design a modern laboratory building and provide approved well detailed drawings Architectural, Structural, and Services (Electrical, Plumbing, Firefighting Infrastructure, ICT and Security System) in order to acquaint with the design and advice of any enhancement in terms of construction methodologies, green building and project implementation. Furthermore, the consultant will prepare tender documents in consultation of available specific reports and documents. Specific reports and documents such as Master plan, ESIA report and any other related project document if available or prepares new such documents from scratch for the purpose of identifying any omissions/ additions, which compromise or supplement the completeness or consistency of the design together with the preparation of Bills of Quantities, and Specifications.

2.2.2 Supervision of Construction

The Consultant shall be fully responsible for supervision of the construction works from beginning (site handover) to the successful completion (practical completion) including the defect liability period (DLP) as specified in the contract

2.3. Client brief and scope of the technicalservices

2.3.1 : Scope of the Assignment

The Assignment will be preparation of design drawings and construction supervision for the following facilities as listed in Table 1.

Table 1: List of Facilities to be constructed at OUT

S/No.	Building Facility	Key Functions within the Building
1	**Mtwara** Centre- Single Storey building(1300m²) Plot No. 903 & 904 (A= 8,285m2)	Chemistry Laboratory - GF
		Zoology Laboratory - GF
		Physics Laboratory - GF
		Preparation rooms &Tech offices for each Laboratory - GF
		ICT Multimedia state of the art Lab - FF
		DRC and Staff Offices – FF
		Min Library – FF
		Modern Conference Facilities – FF
2	**Njombe** Centre- Single Storey building(1300m²)	Botany Laboratory complete - GF
		Chemistry Laboratory - GF
		Food Science Laboratory - GF

	Plot No. 2 (A=40,351m2)	Preparation rooms &Tech offices for each Laboratory - GF
		ICT Multimedia state of the art Lab - FF
		DRC and Staff Offices – FF
		Min Library – FF
		Modern Conference Facilities – FF
3	**Kigoma** Centre- Single Storey building(1300m²) Plot No. 17, Block A (A= 178,727m2)	Botany Laboratory complete - GF
		Zoology Laboratory - GF
		Food Science Laboratory - GF
		Preparation rooms &Tech offices for each Laboratory - GF
		ICT Multimedia state of the art Lab - FF
		DRC and Staff Offices – FF
		Min Library – FF
		Modern Conference Facilities – FF
4	**Mwanza** Centre- Two Storey building(1950m²) Plot No. 367, Block M (A= 7 Ha)	Zoology Laboratory - GF
		Food Science Laboratory - GF
		Chemistry Laboratory - GF
		Preparation rooms &Tech offices for each Laboratory - GF
		ICT Multimedia state of the art Lab - FF
		Modern Conference Facilities – FF
		DRC and Staff Offices – SF
		Min Library – SF
		Multipurpose/Examination Halls
5	**Dodoma** Centre- Two Storey building(2000m²)	Zoology Laboratory - GF
		Food Science Laboratory - GF
		Physics Laboratory - GF
		Preparation rooms &Tech offices for each Laboratory - GF
		ICT Multimedia state of the art Lab - FF
		Saver Rooms and Main Backup -FF
		Modern Conference Facilities – FF
		Executive Offices (VC,3DVCs, STC, DFA, DHRMA)– SF
6	**Arusha** Centre- Two Storey building(1950m²) Plot No. 209 & 210, Block A. (A=5,366m2)	Food Science Laboratory - GF
		Hospitality Laboratory - GF
		Chemistry Laboratory - GF
		Preparation rooms &Tech offices for each Laboratory - GF
		ICT Multimedia state of the art Lab - FF
		Modern Conference Facilities – FF
		DRC and Staff Offices – SF
		Min Library – SF
		Multipurpose/Examinations Halls

7	**Coast Centre**- Two Storey building(1950m²) Plot No. 24 –Bungo-Kibaha (A= 41.384Ha)	Zoology Laboratory - GF
		Botany Laboratory - GF
		Chemistry Laboratory - GF
		Preparation rooms &Tech offices for each Laboratory - GF
		Physics Laboratory - FF
		Hospitality Laboratory – FF
		Food Science Laboratory– FF
		Preparation rooms &Tech offices for each Laboratory - FF
		ICT Multimedia state of the art Lab - SF
		Modern Conference Facilities – SF
		Multipurpose Seminar/ Lecture rooms - SF

Key Note

1. Sanitary and miscellaneous requirements

S/No.	**Description**
1.	WCs and urinals for Students (each floor and should include Asian type toilet)
2.	WCs and urinals for staff to each floor and should include Asian type toilet
3.	WCs for physically disadvantaged people
4.	Stairs and ramp from ground to all floors where possible

2. Any other key facility necessary for public educational buildings has to be provided as per WB project standards.

3. Proposed Design should to be very attractive one but also most cost effective solutions should be adopted.

4. Labs capacity may vary from one lab to another with minimum capacity of 30 students

5. Design concept should consider both Teaching and Research Labs functions

2.3.2 TASKS/ACTIVITIES OF THE CONSULTINGASSIGNMENT

The general assignment shall comprise consulting services in **Architectural, Structural/Civil Engineering, Services engineering and Quantity surveying disciplines.** The works involved is mainly expected to be design of drawings and construction supervision of the above-mentioned projects. The team is advised to visit and familiarize with site and obtaining all necessary information. The Team will prepare and submit (but not limited to) the following: -

Stage I – Design Phase:

- Development of Preliminary stage (inception, feasibility), outline proposal, scheme design, detailed design, Cost Estimates and preparation of Tender documents.
- Carrying out Geotechnical and Topographical survey on all site plots that shall be involved for construction works at Mtwara, Njombe, Kigoma, Mwanza, Arusha, Dodoma and Coast.

This phase will have at least two (2) main tasks which are as follows:

Task 1: Carrying out Geotechnical and Topographical survey on all seven site/plots.

Task 2: Preparation of design documents (Architectural drawings, Engineering drawings (structural and services), bills of quantities, specifications and Tender documents)

The Consultant shall perform the following sub-tasks:

Sub-Task 2.1: Preliminary Design Stage may include but not limited to the following:

i. To consult key stakeholders related to this project;

ii. To conduct preliminary site survey to confirm existing structures, features and services/utility such as power, water andaccessibility;

iii. To develop and plan scope of geotechnical and topographical survey studies adequate to collectallnecessaryinformationfortheproposeddesignrequirement(the scope should be clearly presented and approved byClient);

iv. To conduct geotechnical and topographical survey;and

v. Preparation and submission of a project brief. Develop and submit for approval two (2) alternatives conceptual design and parametric cost estimates. Thereafter prepare a preliminary design and their preliminary costs estimates and submit for approval of one (1) Design.

vi. To discuss and obtain financial limit from the client for proper designguidance

Sub-Task 2.2: Detailed Design Stage will include but not limited to the following:

Upon approval of the preliminary design, consultant shall prepare final draft of working drawings. After review and approval of the working drawings, the process of building permit application for all seven sites will commence. Assist in the process of building application timely. Proceed with the preparation of the detailed design of the construction works which includes but is not limited to the followings:

i. Preparation of detailed architectural, structural and engineering designs (electrical, plumbing, firefighting infrastructure, ICT and security System) and submit for approval;
ii. To prepare full working/construction detailed drawings;
iii. To prepare technical specifications for details of various structuralcomponents;
iv. To check the Architectural /engineering soundness of detailed drawings and document;
v. To design constructability of the project, construction means, method and techniques employed.
vi. Designing and preparation of a schedule of furniture and fittings required in the building and associated cost estimate and seeking OUTapproval.
vii. Designing alternative power source preferably solar power energy and drilled water to the building including its costestimate;

viii. Designing of landscaping (soft and hard) and other external works including parking, access roads, security hut and cost-effective design of the fence depending on plot size.

ix. Consultant shall also support Client in procurement process and contract managements of works

Sub-Tasks 2.3: Detailed Cost Estimates and Preparation of Tender Document

Confidential Cost estimates for the works will be prepared by the Consultant based on the design and detailed Bills of Quantities (BoQ) using the current market rates. The costs will be computed for each item in the BoQ and the resulting cost estimates must be submitted in confidential to theClient.

The following is an outline of activities that will be performed:

i. During preparation of the working drawings elemental, cost plan will be drawn in order to ensure cost control and fairly balanced costing and itselements;

ii. On completion of the detailed drawings, Bills of Quantities will be prepared, an operation that shall observe timeschedules;

iii. The bidding documents will be prepared in accordance to the World Bank Guidelines "Procurement of Goods works and non-consultancy Services under World Bank regulations";and

NOTE:

- To accomplish the requirements in Phase I, consultant should ensure that, the Master Plan and Design works are well coordinated in order to allow detailed design of buildings to proceeds after approval. The final design report should have to consider the key findings related to Environmental and Social Impact Assessment (ESIA) which will be done parallel to this assignment with another consultant;

- The Consultant is required to clearly indicate the costs of construction supervision of the seven (7) sites separately in the financial proposal as the conditions of payment and timing for the two (2) types of buildings are different. The services described under phase one (1) will be executed using lump sum form of Contract whereby payments are linked with deliverables/outputs. Whereas those under Phase two (II) will be executed using Time Based

Contract whereby payments are linked with time inputs of the Key Experts (with their participating staff) in the assignment. The Client and Consultant will sign the contract for Phase one (I) but signing contract for Phase two (II) is subject to successful completion of Phase one (I) contract as per terms and condition of the signed contract; and

- The design shall take into consideration green design, energy saving and environmentally friendly architecture.

Stage II: Post-contract services and supervision during construction

The Consultant shall be fully responsible for supervision of the construction works from beginning (site handover) to the successful completion of the works (practical completion) including the defect liability period (final completion) as specified in the contract. The Consultant shall perform the followingactivities:

i. Contract administration of the approved design from commencement (site handover) to completion of works (practical completion/ project handover) including defects liability period.
ii. Inspect at regular intervals the Contractor's plant and facilities, for both construction production work and workers accommodation, to ensure that they conform with to both the conditions of contract and all government regulations.
iii. Inspect the entire Contractor's safety measures, including labour welfare, notify immediately both the Employer and the Contractor of any infringement orviolation.
iv. Liaise and coordinate with relevant authorities to remove all obstacles andencumbrances from the project site, including utility relocation and tree cutting asrequired;
v. Prepare cash flow forecast of the project;
vi. Conduct regular site inspections and produce minutes and/or reports thereafter. A summary/ draft of minutes in bullet form or description and action format must be presented in two (2) days' time after the meeting. Final minutes in approved format should be circulated within five(5).
vii. Prepare project physical and financial progress reports;
viii. Quality control of materials, and workmanship onsite;
ix. Allow for Inspection and approval of materials delivered to site. As appropriate take/to take samples and carry out tests of materials, components, techniques and workmanship and examine and submit to client

results of such tests whether on or off site;

x. Prepare valuations of work carried out and completed and issue Interim payment Certificates;

xi. Ensuring that there is a Consultant's site representative (Resident engineer) to supervise execution of works at site daily; Weekly reports to be submitted every Monday duringthe course of the project. Daily reports must be documented, compiled and submitted to the client along the weekly report for schedule and scope management. This will enhance quality control in line with documented quality assurance from methodologiesprovided;

xii. Prepare practical completion and a penultimate certificate and commissioning of the building and take-over by theClient;

xiii. To ensure that, the contractor carries out the construction works in accordance with the contract documents and with the developed environmental and Social ManagementPlan;

xiv. To ensure that, the Clerk of works carries out the construction works monitoring in accordance with the contractdocuments;

xv. To make necessary modifications in design documents or construction details which may not have been envisaged in the original design without additional cost on the consultancy fee without additional cost on the consultancy fee and seek Client's approval in case the modifications have financial implications to theproject;

xvi. To keep updated all records including reports, work diaries, correspondence, instructions issued to the Contractor, test records, measurements and quantities calculations and all other relevant documents pertaining to the works and supervision contracts. Instructions issued should be communicated to the client with attached design, cost and time implication forapproval;

xvii. To examine and approve various plans and programmes submitted by thecontractor;

xviii. Coordinate with relevant government authorities to ensure that construction works are inspected periodically (at each stage), documented and approved to enable properproject records and authentic issuance of certificate of occupancy after practicalcompletion.

xix. To facilitate the project handing over upon successful completion of the project;and

xx. To direct the contractor to prepare as-built drawings at different stages in the courseof construction of the building. Review and approve as-built drawings, operation & maintenance manuals where applicable and submit documents in four (4) hard and electronic copies to theEmployer.

Stage III: Consulting Services to be provided during Defects Liability Period

The Consultant shall oversee the works during the Defects Liability Period through regular visits. The Consultant is expected to carry out site visits at regular intervals during which the Consultant shall draw attention of the Contractor to any defects if and when noticed and shall supervise such remedial works. A consultant should sign in the site visitors' log, prepare and issues a site inspection report for such visits. Prior to expiry of the defect's liability period, the Consultant shall inspect the works according to the Condition of Contract and issue instructions for rectifications of all defects, imperfections of faults, and supervise the remedial works. Following the Employer's acceptance, the Certificate of Making Good Defects shall be issued.

The Consultant shall assist the Employer in administrative matters related to the works Contract. The tasks shall include but not limited to:

i. Regular inspection of the works Contractor's remedy ofdefects;
ii. Inspect, suggest mitigation measures and supervise remedial works of all Environmental, Social, Health and Safetymatters;
iii. Issue of Performance (preparation of good/ defect)Certificate;
iv. Prepare and issue the final completion and final payment certificate;and
v. Approve return of bonds at practical completion (except for retention bond if applicable)

2.3.2.1 Design of the Building Facilities

The Team will design complete set of drawings required including associated external works and cost-effective boundary fence depending on plot size. **Final Designs/Drawings** and **Bills of Quantities** produced shall be a **copyright property** of the Client/Employer. The design work will include:

(i) The Consultant to review the Environmental and Social Impact Assessment (ESIA) to ensure that the prepared designs comply with applicable Tanzania environmental laws and regulations, and site-specific Environmental and Social Management Plan (ESMP). Such reviewed ESIA against the designed work must be reflected in the work plan in the inception report. The Consultant will provide feedback to the client to ensure that design issues emanating in the ESIA report are incorporated in the final constructiondrawings.

(ii) Design of the architectural drawing of the buildings following acceptable modern professional standards. Full (final) construction drawings to be ensured that are on appropriate scales, e.g. 1:100, 1:50, 1:20 and 1:10 as the need arises. The final construction drawings will include plans, sections, and elevations and associated details as appropriate. The designed architectural details should cover hard (pavements) and soft (grass) landscaping as this is also an important aspect of the project. Analyze the Architectural /engineering soundness of construction drawings and contractdocuments.

(iii) Undertake geotechnical and topographical survey on with adequate number of trial pits depending on plot size where buildings will be constructed, report prepared will be useful on the content of all necessary information for the proposed construction requirement for proper foundation design and landscaping works (design and detailed studies work scopes should be clearly presented and approved by theClient).

(iv) Ensure design work constitutes complete sets of all necessary engineering structural designs and detailing of the structures and services required. This will involve electrical installation, telephone services, Local Area Network systems (LAN), Closed Circuit Television systems (CCTV),Alarm systems, Fire Fitting systems, Internal access roads, Parking facilities, Sewerage systems, Solid west disposal systems, Storm water Drainage systems, Water supply systems, and other water reticulation systems. The Consultant also to ensure that construction drawings also provide necessary trucking and ducting that will accommodate the centralized Information Technology system on the buildings and across the roads and at all necessary external surroundings. The Consultant should also ensure that the prepared specifications, Bills of Quantities and conditions of contract for all these services areappropriate.

(v) Consultant should consider design assumptions, design calculations and specifications and ensure their compliance with the applicable codes andregulations.

(vi) Design should also ensure on appropriateness of selection of material specification from designalternatives.

(vii) The Consultant will in liaison with the Client submit to the relevant local authorities all the relevant designs, calculations and drawings to enable the local authorities issue the required building permits well in advance of the commencement of the construction's activities on site; and he/she will supervise the actual constructionworks.

(viii) Consultant must design the buildings to ensure the accessibility to buildings and additional internal facilities for physically challenged persons is appropriately allocated. This should go in line with a consideration of the best practice and positive legal regulations in Tanzania regarding the rights of the disabledpersons.

(ix) Final Design should take regards of the construct-ability of the project, construction means, methods and techniquesemployed.

2.3.2.2 Work Plan

The Consultant shall prepare a detailed work plan for undertaking this assignment. The Detailed work plan/implementation Program for this Assignment shall be **3 Months** for design of drawings, **12 Months** for construction works and **12 Months** for Defect Liability Period**.** The Team is expected to commence work the same day of signing the contract.

2.3.2.3 Cost Estimates

A detailed Cost Estimate and summary of the project shall be submitted showing total cost for construction in each building. In order to establish a fair and reasonable estimate of the project cost, the Consultant shall ensure a prepared unit price is analyzed for each item using basic cost elements (labour, materials, equipment, tools, overheads, on-site costs, profit, etc.), and the cost of all taxes (direct or indirect, duties, levies and fees are shown separately. The estimated financial cost resulting from this analysis to be ensured that it is accurate to within +10% and presented in Tanzanian Shilling (TZS). The cost estimates shall also include the costs for implementation of Environmental and Social Management Plan (ESMP), and Health Services Management and Policy (HSMP) programme. The Team will be required to advise on cost effective and fit for purpose design in relation to Client's budget.

2.3.2.4 Consultancy Fees

A detailed financial proposal covering Pre-contract (design stage) and Post contract stage shall be submitted.

2.4 Supervision of the works

The Consultant shall provide all site and backup staff and exercise all necessary architectural, engineering, surveying, quantity surveying, quality and financial control of the construction works in accordance with the approved designs, specifications, conditions of contract and contract documents including the following:

i) Ensure that the works are carried out by the Contractor in a professionally acceptable manner and in accordance with the requirements of the relevant regulatory authorities.

ii) Approve all samples of materials before being used by Contractor atsite

iii) Approve Contractor's proposed designs/drawings for temporaryworks.

iv) To examine and approve various plans and programs submitted by the Contractor. To review bondsvalidity.

v) Control the contractor's and sub-contractors' site personnel at all grades for suitability for the construction of theworks;

vi) Check and approve the site installations, equipment plants that are to be used by the contractor for execute the works andsafety;

vii) Check and approve the materials testing laboratories that will be used during the construction;

viii) Check the suitability of sub-contractors as they arrive onsite;

ix) Check materials and equipment for conformity with the tender specifications by physical inspection and by gathering the manufacturer's and suppliers' certificates of conformance;

x) Verify the contractor's purchasing schedules so that materials and equipment necessary for the swift advancement of the works are available when needed, thus

ensuring the work keeps to the establishmentprogramme.

xi) Provide day to day supervision of the works in terms of quality and quantity and arrange for monthly progress report. Ensuring that there is a Resident Engineer (RE) to supervise execution of works at site daily. Weekly reports to be submitted every Monday during the course of the project. Daily reports must be documented, compiled and submitted to the client along the weekly report for schedule and scope management. This will enhance quality control in line with documented quality assurance from methodologiesprovided;

xii) Specify when all the necessary material tests will be conducted before they are incorporated into the works. Monitor the process of materials testing by the contractor.

xiii) Inspect the setting out of the works to make sure that construction conform to the standard practice, plumbing, waste water, drainage works and levelling as per the designs;

xiv) Valuate contractor's application of payment by checking measured or estimated quantities of work completed. Advise the client and issue interim certificates of payments in accordance to the conditions ofContract;

xv) Provide continuous liaison with the Client on all possible changes on the designated scope and budget ofworks.

xvi) Inspect at regular intervals the Contractor's plant and facilities, for both construction production work and workers accommodation, to ensure that they conform with to both the conditions of contract and all governmentregulations;

xvii) Inspect the entire Contractor's safety measures, including labour welfare, notify immediately both the Employer and the Contractor of any infringement or violation.

xviii) Liaise and coordinate with relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation and tree cutting as required;

xix) Keep all records updated including reports, site diaries, correspondence,

instructions given to Contractor, test records, measurement and quantity calculations, payment records and all other relevant documents pertaining to the supervision of the works;

xx) Record all claims and submit recommendations to the Client for review and ultimate settlement, ifjustifiable;

xxi) Measure authorized changes and agreed quantities and cost with Contractors/Sub-Contractors. Estimate the cost effect of proposed changes before issue instructions. These changes must be communicated to the client for approval and a change order must beissued;

xxii) Advise the parties under the Works Contract on any dispute arising under the Contract to ensure that disputes are resolved amicably as soon as possible without affecting theproject;

xxiii) Ensure that the Contractor strictly adheres to the contract, specifications and bills of quantities in the execution of the works and advise the Client on the appropriate actions to be taken whenever there is a breach of contract or misconduct by the Contractor.

xxiv) Ensure that the Contractor strictly adheres to the Environmental and Social Commitment Plan(ESCP).

xxv) Prepare monthly/periodic project reports as per formats approved by the Client and the World Bank. Detailed quarterly reports, to be submitted within 14 days of the end of each quarter. Quarterly reports should include description of project activities illustrated by progress/completion photographs, status of any delays and contractual claims and details of all latest financial projections, an electronic copy and 4 copies to be submitted to the Project Coordinator;

xxvi) Arrange fortnight site meetings to be attended by all concerned parties and/or any other management meeting as may be deemed necessary. A summary/ draft of minutes in bullet form or description and action format must be presented in two (2) days' time after the meeting. Final minutes in approved format should be circulated within five(5).

xxvii) A detailed Contract Completion Report of which, an electronic copy and 5 copies to be submitted to the ProjectCoordinator;

xxviii) A Quality Assurance Manual, detailing all QA/QC procedures, to be submitted within ten (10) days of commencement of services, 6 copies to be submitted to the ProjectCoordinator;

xxix) Review and approve As-built drawings, operation & maintenance manuals where applicable and submit documents in hard and electronic copies to theEmployer;

xxx) Upon practical completion, the consultant shall be responsible to undertake final inspection prior to issuing of the practical completion certificate and a penultimate certificate.

xxxi) Monitoring the completed works after completion up to defects liability period. Issuance of certificate of making good defects, final completion and final payment certificate.

xxxii) Monitoring the completed works after completion up to defects liabilityperiod;

xxxiii) Prepare variation orders whenever required and submit them to the Client for approval before giving relevant instructions to theContractor.

xxxiv) Facilitate the project handing over upon successful completion of theproject.

xxxv) Prepare Project Final Accounts; one (1) month after expiring of defect liability period of the project. A draft copy of final account must be distributed to authorized parties within fourteen (14) days after practicalcompletion.

xxxvi) Prepare and submit to the Client the final payment certificate for the completed works;

xxxvii) Prepare a final report for the works. The report in addition to all aspects of the project should include lesson learned as a reference to future project execution and management.

xxxviii)To approve return of bonds to the contractor after practical completion.

xxxix) Perform Regular inspection of the works during defect Liability Period

xxxv) On completion of construction ensure the Client acquires certificate of occupancy from relevant authority;

2.5 Environmental and Social Health and Safety (ESHS) services by the Consultant

For ESHS the scope of services of the consultant should be based on the following:

Ensure that the Contractor's ESHS performance is in accordance with acceptable international industry practice and delivers the Contractor's ESHS obligations.

The ESHS related services include but are not limited to:

1. Review and approve the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions (not less than once every 6 months);
2. Review and approve ESHS provisions of method statements, implementation plans, Gender Based Violence (GBV) prevention and response action plan, drawings, proposals, schedules and all relevant Contractor'sdocuments;
3. Review and consider the ESHS risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant projectrequirements;
4. Undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with ESHS requirements including its GBV/SEA (Sexual Exploitation or Abuse) obligations, with and without contractor and/or client relevant representatives, as necessary, but not less than once per month.
5. Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHSrequirements;
6. Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHSobligations;
7. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHSobligations;

8. Ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractualobligations;

9. Review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of thedocumentation;

10. Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHSissues;

11. Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA. These should be included in a log issue accessible to a specified professional.

12. Ensure any GBV/SEA instances and complaints that come to the attention of the consultant are registered in the grievance redress mechanism and subsequently sorted/resolved through proper procedures. Ensure all complainants receive the feedbacktimely

13. Ensure adherence to Environmental and Social Commitment Plan (ESCP) and adequate environmental and social institutional capacity is in place to support implementation, monitoring and reporting

14. Adequate implementation of environmental and social issues of sexual abuse and exploitation, effects of labour influx on local communities and concerns relate with labourconditions.

15. Ensure resettlement, access restriction and livelihoods restoration and grievance redress mechanism are in place andfunctioning,

16. Ensure there is appropriate measure in place for labor management that will be mobilized.

2.6 Testing, Commissioning and Completion

xxxv) Witness any specified test done by the Contractor. (Material tests and Systems and services tests); The Consultant shall approve all the testing of materials used throughout theconstruction.

xxxvi) Conduct any independent tests necessary to confirm the results; The Consultant will recommend and supervise any remedial works that may be necessary to bring the construction to the requiredstandard.

xxxvii) Prepare and issue a short summary report confirming the tests and clearly specifying any instructions to be issued to theContractor;

xxxviii) Prepare a short technical report describing the Testing and commissioning. All carried out tests together with their reviewed results should be included in the consultant's monthly and quarterlyreports;

xxxix) Issue the Taking over Certificate to theEmployer.

xl) The Consultant shall certify that the construction material brought at site by the contractor(s) is in accordance with the specifications and it had been tested as per standardpractices.

xli) The Consultant shall certify that works are executed as per approved design, drawings, and standard specifications, technically sanctioned and within the provisions of contractagreement.

xlii) The Contractor shall submit the certified work record and drawings of works executed.

xliii) The Consultant shall issue a Certificate of Completion to the Contractor verifying the outstanding defects the Contractor shall rectify before operationalacceptance

xliv) The Consultant shall arrange the operational acceptance and handover of the completed works from the Contractor to OUT upon satisfactory rectification of all the defects notified to the Contractor.

2.7 Consulting Services to be provided during Defects Liability PeriodPhase

The Consultant shall oversee the works during the Defects Liability Period through regular visits. The Consultant is expected to carry out site visits at regular intervals during which the Consultant shall draw attention of the Contractor to any defects if and when noticed and shall supervise such remedial works. Prior to expiry of the defect's liability period, the Consultant

shall inspect the works according to the Condition of Contract and issue instructions for rectifications of all defects, imperfections of faults, and supervise the remedial works. Following the Employer's acceptance, the Certificate for Making Good Defects shall be issued. The Consultant shall assist the Employer in administrative matters related to the Works Contract. The tasks shall include but not limitedto:

xxxv) Regular inspection of the works Contractor's remedy of defects. Advise OUT of any defects found during the defects liability period and recommend action needed to correctthem.

xxxvi) Inspect, suggest mitigation measures and supervise remedial works of all Environmental, Social, Health and Safetymatters

xxxvii) Prepare defects report after at the end of each inspection and testing period with full details of the cost and nature of the defects and the correctionsthereof.

xxxviii) Conduct a final inspection of the works after the correction of all defects. This inspection shall be carried out jointly with Client representative's of OUT.

xxxix) Finalize all the work and the records thereof including drawings, as- built drawings, operation and maintenance manuals and records of defect corrections during the Defects Liability Period.

xl) Finalize evaluation all the outstanding claims from the Contractor and prepare the final paymentcertificate.

xli) Prepare and issue the final payment certificate (final account) and final completioncertificate.

xlii) Recommend the return of bonds and retention money.

3.0. REPORTING REQUIREMENTS

The Team shall prepare and submit to OUT the following reports and Documents hereunder. They shall be in English and in a format approved by the Client.

3.1 Design Stage

3.1.1 Documents

The Consultant shall prepare and submit four (4) sets of proposed contract documents, comprising of drawings for both building and services, Specifications, Geotechnical investigation report, review documents for the Master Plan, Topographical survey, ESMP and Bills of Quantities for the proposed design work in hardcopy format and an electronic soft copy in a format agreed by the client. Five (5) sets of Drawings Handbook of site layout shall also be submitted in both hard copy formats and soft copies. For compatibility reasons with Client's equipment, the consultant shall submit soft copy drawings in ArchiCAD, DXF, AutoCAD and DWG format in a hard drive. In addition, the Team shall submit to the client some perspective view drawings, in soft copy format and also in 3D each of A_0, and A_3 hard copies(3).

3.1.2 Reports

The Team shall prepare and submit four (4) required sets of reports; i.e. inception report, **outline design proposal report**, draft final report, final report, etc.

a) Inception Report

Inception report is designed to give the Client confidence the assignment can be carried out as planned and as agreed upon in the contract. The report shall include but not limited to professional staff deployed and detailed involvement of staff in execution of duties. The report will also indicate the key Client's requirements including site information and its appraisal and further provide Consultant's work-plan, stating Consultant's services and general understanding of scope of those services, and frequency of reporting for approval by client. The report should also bring to its attention major problems that might affect the direction and progress of the work if any. The inception report for the design phase shall be submitted to Client in three (3) copies within 14 days of the commencement of the assignment. The Client shall review and approve the report within a period of seven (7) calendar-days. The final document will be submitted within seven (7) days after consultant has received the comment. And enable the Consultant to proceed with the next stage in the assignment.

b) Outline DesignProposal

This should cover all aspects of different studies carried out by the Consultant which includes but not limited to Geotechnical investigation and topographical survey, and other relevant reviews including all necessary advice on statutoryrequirements.

The consultant should submit a design proposal analyzing the Client's requirement including

approximate or preliminary cost estimates for preliminary Client approval.

c) Schematic Design Report

Considering Client approvals and comments, this document shall comprise a developed scheme design from the outline proposals considering amendments requested by the Client. The Scheme design report shall illustrate the size and character of the project in sufficient detail to enable the Client to agree on spatial arrangements, material and appearance.

d) Draft Final Report

Draft final reports may include an outline review of existing designs if any including site layouts, specifications and preliminary cost. The report will be discussed with the Dar es Salaam University College of Education while in draft form for more input if any. The Teams will use such inputs to improve the draft final report discussed.

e) Final Report-Phase I(Design)

Detailed Design Report covering all aspects of design load estimation and all necessary assumptions on the same, approved design including architectural, structural, services (mechanical, electrical and data) drawings, Bill of quantities, specifications (an approved type of construction, quality of material and standard of workmanship) and a complete set of tender documents that shall incorporate development of all necessary comments and suggestions provided by the OUT (Employer) at schematic design stage.

The final report should be due on the completion of Phase I assignment. A physical presentation in power point format will be part of Final Report. The report must be submitted in five (5) hard copies duly signed by the Team Leader, final detailed design report and Tender documents for tendering purposes. These reports shall be submitted one week after receiving Client's and/or comments should there be any. Electronic version (in PDF format) shall be submitted to the client via agreed electronic memory disc.

3.2 Construction Supervision and Defects Liability Period (DLP)

3.2.1 Assist the Client in TenderAdministration

Bidding process will be administered by the Client, the Consultant shall play advisory role by aiding. In particular, the Consultant shall assist Client in administration of tender for accounting activities assisted/performed during bidding administration.

3.2.2 Mobilization Report

The Consultant shall submit mobilization report within four (4) weeks after the notification of the commencement of the Construction stage, the Consultant shall present to OUT consolidated work plan outlining methodologies, staff schedule, and a plan to ensure the quality of the services.

The Mobilization report will address the following;

(a) Methodology and Scoping,

(b) Detailed program of work, showing time, duration and personnel as well as the inter - relationship between activities,

(c) Proposed methodology for tracking compliance with applicable technical specifications and Tanzania environmental laws and regulations, and site-specific Environmental and Social Management Plan (ESMP).

(d) Consultant shall also prepare critical path activities for monitoring and evaluation of the project in order to a line with contractual time frame.

3.2.3 Contract Management and Supervision

The Team will undertake Post–Contract supervision (**Architectural, Structural/Civil Engineering, Services engineering and Quantity surveying**) under the Contract Management of the Open University of Tanzania. The Consultant shall arrange and coordinate all project meetings on all sites such as site meetings, technical meetings and management meetings and key personnel shall be available to attend the meeting asscheduled.

3.2.4 Progress Report (Weekly, Monthly and Quarterly)

The Consultant shall conduct Valuation of work in progress and prepare quarterly progress reports of the project, and submit to the Client. The Consultant shall prepare and submit monthly progress reports which shall address the status of work measured as “percentage completion” against the schedule approved at the onset of work. The monthly progress reports shall contain an accurate, up to date, account of all work accomplishments, work scheduled and outstanding issues of the works. The reports shall also address the compliance of the Contractor and the works permits, ESMP as well as financial and scheduling commitments. At the end of each

report the Consultant shall append colored progress pictures for physical progress at site for the particular reporting period. The monthly reports shall be submitted to the Employer not later than 7th day of the month following the end of the monthly period covered by each report. The quarterly reports shall be submitted to the Employer no later than 7th day of each yearly quarter (3 months) of projectexecution.

Weekly Reports by the resident engineer/ architect to be submitted every Monday during the course of the project. Daily reports must be documented, compiled and submitted to the client along the weekly report for schedule and scope management. This will enhance quality control in line with documented quality assurance and material schedule from methodologies provided;
The monthly and quarterly report shall contain physical and financial progress and implementation and monitoring of the ESMP, HSMP and other plans such as stakeholder engagement plan. The format of the monthly progress report shall broadly consist of:

- Cover to indicate Country, Regional, District, Beneficiary, Project name and Chronological number ofreports;
- Page 1Index;
- Page 2 Location map of project site/s
- Page 3 Project details – All relevant dates of the Contract, such as the Contract signature date, site insurance expiry date, construction permit expiry date, mobilisation date, contract expiry date and other relevantdates;
- Page 4 Block diagram of Supervising Engineer's personnel withnames;
- Page 5 Block diagram of Contractor's personnel withnames;
- Page 6 Responsibility Assignment Matrix (who is in charge of what, names of certified laboratories or approving agencies where official tests will beperformed);
- Page 7 Project Schedule to be updatedmonthly;
- Page 8 Percentage completion of BOQ showingdrawdown;
- Page 9 Brief description (text) of construction activities carried out over the lastmonth;
- Page 10 Description (text) of laboratory and in-situ tests carried out over the last month and a review of the results obtained. Test readings and laboratory reports should be in a separateannex.

- Page 11 CMP – 1-page description of approved Construction Management Plan in 1st progress report. (In the 2nd and successive reports, only report changes in CMP and any deviations by thecontractor)
- Page 12 ESMP – Draw up matrix table for project with help from a separate ESIA report finding; include reporting requirements for environmental and social issues as per the approved environmental and social management plans, like resettlement, livelihoods, stakeholder consultation, grievances registered and resolved, labor influxissues.
- Page 13 Health and Safety plan report sheet drawn up bycontractor;
- Page 14 Status of personnel and human power on site (previous month and current month);
- Page 15 Status of Plant and equipment on site (previous month and currentmonth);
- Page 16 Status of stockpiles and materials on site in tableformat;
- Page 17 Daily weather diary for the month ofreporting;
- Page 18 Chronological list of all official correspondence with contractor andclient;
- Page 19 List of Revisions, drawings or variations (date initiated, and date approved, and date issued);
- Page 20 Status of Project grievance redress mechanism including issues to be resolved Client-Stakeholder or Client-Contractor-Subcontractors;
- Page 21 Financial draw down. Funds still available for disbursement, Interim Payment Certificate (IPC) and cumulativedrawdown;
- Page 22 Supervising Engineer's comments on the progress of theworks;
- Page 22 Supervising Engineer's suggestions/feedback for headoffice/client;
- Annex 1-Progress photos from site – Low resolution pictures, 3 to each page, total 5 or 6 pages;
- Annex 2-Attach copies of official lab results (concrete, aggregate and batching water quality, environmental readings where appropriate,etc).

3.2.5 Preparation of Interim Certificates

The consultant shall prepare interim valuation and payment certificates to the interval as per contractor's applications of payment.

3.2.6 FinancialAppraisal

The Consultant team shall be required to conduct financial assessment of the project as might be required by the Client. Prepare cash flow forecast, project physical and financial progress reports.

3.2.7 Project Handover Report upon Practical Completion

The report should be due on completion of the Post- contract assignment. The report will be discussed while it is still in draft form for OUT input if any. The Teams will use such inputs to improve the draft.

A physical presentation in Power point format will be part of practical completion report. Upon completion and hand over of the project to OUT, consultants will prepare practical completion certificate and a penultimate certificate. This Report will mark the start of the Defects Liability Period. It shall include a summary of activities and components completed and list of outstanding works and snag list. The report shall cover at least the followingitems:

a) Background, objectives, and scope of theconstruction
b) The quality, conformity, consistency of constructionpractices.
c) The fitness for purpose, utility and quality of constructedassets.
d) The outstanding defects that the Contractor must rectify before operational acceptance and handover of completedworks.
e) Schedule for rectifyingdefects.
f) A schedule of defects and maintenance criteria to guide assignment of liability for defects arising during the Defects Liability Period, including environmentalliabilities.
g) A schedule of inspections and testing which a Consultant has carried out during the Defects Liability Period to identify other defects that might arise during theperiod.
h) A list of operation manuals (including booklets, keys, equipment and maintenance guide.

3.2.8 Final Completion and Final Handover Report

The Consultant shall prepare a final completion report of the project, as defined. The report shall include recommendations to the Employer for final Acceptance of all the works included in the contract documents and amendments, with a quality certification, stating that evaluation parameters have been accomplished. A final completion and handover report shall be prepared upon completion of the Defects Liability Period.

3.2.9 Environmental and Social Health and Safety (ESHS) Reporting

a) The Consultant shall provide immediate notification to the Client should any incident in the following categories occur while carrying out the Services. Full details of such incidents shall be provided to the Client within the timeframe agreed with theClient.

Confirmed or likely violation of any law or international agreement;

i. Any fatality (lost life) or seriousinjury;

ii. Significant adverse effects or damage to private property (e.g. vehicle accident);or

iii. Any allegation of Gender Based Violence (GBV), Sexual Exploitation or Abuse (SEA), sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involvingchildren,

b) Ensure that contractor immediate notifications on ESHS aspects are shared with the Client immediately;

c) Immediately inform and share with the Client any immediate notification related toESHS incidents provided to the Consultant by the Contractor as part of the ProgressReporting;

d) Share with the Client in a timely manner the Contractor's ESHS metrics as part of the ProgressReports.

e) Ensure that all complaints are resolved and both contractor and complainant are immediately informed on theresolutions.

4.0 CONSULTANCY FEES AND PAYMENTS

The assignment is divided into two phases: Phase 1- Design of drawings and Phase 2 - Construction Supervision and Defect Liability Period. The consultants should clearly indicate the costs of each activity when submitting their financial proposal.

The terms and conditions of payment shall be as follows: -

The Consultant shall clearly submit separately each consultancy services (technical and financial) fee on design of drawings and construction supervision including defect liability period when submitting the financial proposals.

Phase I (Design Stage) – LUMP SUM CONTRACT

Payment to the consultant in this phase will be made in consideration of the achieved milestone based on project activities. Payment shall be affected after completion of specific tasks and submission of the associated reports. Milestone for payments shall be affected after submission

and obtaining approval of the under mentioned activities with the associated reports/documents.

Phase II (Construction Surpervion & DLP) – TIME BASED CONTRACT

During this phase, Payment shall be paid monthly as per terms and conditions of time-based contracts. The Consultant shall price separately for each stage described above (Design and Supervision Phase). The Consultant's remuneration shall be deemed to cover his liabilities, taxes, travel costs and support of his head office staff, Resident Engineer (RE) and all his obligations other than additional services not covered by these terms of reference.

Detailed fee for design and construction supervision shall be submitted separately on financial proposal. Reimbursable expenses, which cover all out-of-pocket expenses and shall be made against contractual acceptable documentary evidence, as agreed with the Client.

Table 2: Description of Deliverables in Phases

Phases	**Description of deliverables**	**Time**
Phase I- Design Stage	Inception Report	4 Weeks
	Schematic Design	
	Geotechnical & Topographical Survey Report	
	Draft Final Drawings	8 Weeks
	Details Drawings, Cost Estimates and BOQ	
	Procurement documents(bidding documents)	12 Weeks
	Final Reports (detailed drawings , BOQs and Tender Document)	
Phase II – Post Contract Stage	Construction and Supervision (Mtwara, Njombe, Kigoma)	9 Months
	Construction and Supervision (Mwanza, Arusha , Dodoma and Coast)	12 Months
	Defects Liability Period – All 7 Sites	12 Months
	Total duration Post Contract stage	**24 Months**
	Total Duration for the Consultancy Services	**27 Months**

4.1 PAYMENT PLAN

The assignment is divided into two phases: Phase 1 - Design and Phase 2(**Post Contract Stage**) - Construction Supervision and Defect Liability Period. The Consultants shall clearly indicate the costs of each activity when submitting their financial proposal. Payment to the Consultant will be made in consideration of the achieved milestone based on project activities. Payment shall be effected after completion of specific tasks and submission of the associated reports. Milestone for payments shall be effected after submission and obtaining approval of the under mentioned activities with the associated reports/documents. The terms and conditions of payment shall be as follows:-

i. The Consultant shall clearly submit separately each consultancy services (technical and financial) fee on design review and construction supervision when submitting the financial proposals. Payment shall be paid monthly as per terms and conditions of time based contracts. The Consultant shall price separately for each stage described above (Design and Supervision Phase).

ii. The Consultant's remuneration shall be deemed to cover his liabilities, taxes, travel costs and support of his head office and site staffs personnel. iii. Detailed fee for design and construction supervision shall be submitted separately as financial proposal. Reimbursable expenses, which cover all out-of-pocket expenses and shall be made against contractual acceptable documentary evidence, as agreed with the Client.

Table 3: Deliverables against Schedule of Payments

Phases	**Deliverables**	**Time**	**Payments Scheduled**
Phase I- Design Stage	Inception Report	4 Weeks	20% of Total contract sum for design stage
	Schematic Design		
	Geotechnical & Topographical Survey Report		
	Draft Final Drawings	8 Weeks	40% of Total contract sum for design stage
	Details Drawings, Cost Estimates and BOQ		
	Procurement documents(bidding documents)	12 Weeks	40% of Total contract sum for design stage
	Final Reports (detailed drawings , BOQs and Tender Document)		
			100% of phase one cost

Phase II – Post Contract Stage	**Construction Supervision phase** • Monthly/ Quarterly Progress Reports • Testing and Commissioning Report • Final Construction Report • Final account • Operation and maintenance manual – • Any other report as might be required by Client	12 Months	Monthly Payments
	Defect Liability Period(DLP) • Quarterly Inspection Reports • Defect correction report-quarterly • Final Defect Corrections Report • Certificate of marking good defects • Any other report as might be required by Client	12 Month	Quarterly Payments

4.2 Site visit by theconsultant

a) The Consultant at their own costs is advised to visit and examine the Sites and obtain all information that may be necessary for preparing their proposals under thisassignment;

b) The Consultant should ensure that the Client is advised of the site visit in adequate time to allow her make appropriate arrangements;

c) The costs of visiting the Site shall be bore by theConsultant.-

During the course of this assignment, the Consultant is free to seek any additional information/clarification on any issue relating to the earmarked Project from Open University.

5.0 CONSULTANT TEAM

The firms should have at least ten (10) years' experience in the building industry, and must have demonstrated capabilities of undertaking works of similar nature, value and volume. Supporting documents of at least five (5) projects of similar nature executed by the firm within the previous ten (10) years (2011 – 2021) is vital.

Firm's ability to manage at least three (3) concurrent projects on different locations of not less than the cumulative total of TZS 5 Billion delivered within expected project parameters.

The consulting firm should be registered by recognized professional boards and upon commencement of the project the consultant must be registered by recognized professional boards and authorities' in Tanzania.

HEET project comprise various projects in different parts of the country under various implementing Agencies. Each project will be designed (where applicable) and supervised independently, hence entailing concurrent activities. Consultant firm or teams are permitted to participate in tendering for any of HEET projects. However, it will be mandatory for each a consulting firm to present independent qualified manpower/ professionals with supporting evidence for each project tendered since the projects will run simultaneously. Failure to demonstrate capacity in terms of assigned staff for various projects will lead to disqualification. Implementing Agencies will be entitled to liaise each other to confirm on availability of independent manpower prior to award ofcontract.

The staff to be provided by the Consultant shall be sufficient to cover the services under this contract. The timing and inputs of each professional staff member shall be in accordance with the agreed program for the delivery of services and appropriate to the project. The Consultant shall employ only such key staff whose curriculum vitae or certificates or professional registration have been reviewed and approved by authorizing bodies and thereafter Ardhi University. Staff employed must be relevant to the project with intended actual participation in the project. There should be a clear breakdown of all staff members that intend to be involved in the projects in terms of man month realistically to the actual individual executing a particular task. There must be a clear breakdown of all staff that intends to be involved in the projects in terms of man month realistically to the actual individual executing a particulartask.

The Consultant must describe in its technical proposal the system of quality assurance and how they will support experts on site with all required logistical support. Quality control of reports in terms of content, (standardized) layout and quality of language is a key aspect of quality assurance. In addition, the Consultant must describe the technical and managerial capability of the firm (provide the structure of the organization general qualifications and number of permanent staff.

The Consultant will be required to have a full range of specialists to cover all the technical fields included in the project and to make these services available as required during the term of the

Contract.

The Consultant must be capable of providing fully competent expertise in the following disciplines on as needed basis. In preparing proposals, firms must provide Curriculum Vitae for all positions indicated in Table 3 of experts and their qualifications

5.1 Experts and their qualifications (Design stage, Construction Supervision and Defect Liabilitystage)

Table 3: Key expert's qualifications

Category of Consultant	Qualifications and Experience of key experts
Team Leader (1)	The Team Leader shall be a registered Architect or Engineer or Quantity Surveyor with a minimum qualification of bachelor degree in Civil Engineering/Project Management/Construction Management/ Architecture /Building Economics/ Quantity Surveying/Construction Technology,any professional with Master's Degree shall be an added advantage. She/he must have at least 10 years cumulative experience in design of drawings and supervision of donor funded projects or similar nature projects. Must have served in a similar capacity in the design of drawings and implementation of three (3) projects of similar nature, magnitude and complexity in the last Ten (10) years. Supporting documents illustrating his/her actual participation in projects of similar nature is vital. A clear demonstration – supporting documents of his/her project management abilities in the past 10 years of 3 projects with value of not less than the cumulative total of TZS 5 Billion. Must demonstrate good communication and interpretation skills and working knowledge of ICT applications. Fluency in written and spoken English is mandatory. He/she should be registered as a professional by relevant Board for local experts.

Architect -1	She/he must be a Registered Architect with a degree in Architecture or equivalent. She/he must have at least five (5) years cumulative experience in architectural practice, planning and designs and with at least in Five (5) years of practical working experience in design of buildings construction and the construction industry as a whole after registration as an architect. She/he must have served in a similar position in at least three (3) projects of similar magnitude and complexity within the last ten (10) years. Must be conversant with all aspects of architectural design, landscaping, interior design, and Computer Aided Designs (CAD) plus Microsoft office. Supporting documents demonstrating her/his knowledge in design and construction planning to be attached. Evidence of his experience in executing projects of not less than the cumulative total of TZS 5 billion is vital. The Architect should have proven ability to lead the design teams in the design (new and rehabilitation) and supervision of building construction activities. Fluency in written and spoken English is mandatory.
Architects-2 **(Interior Designer)**	The Interior Designer must possess a minimum of Bachelor Degree in Architecture in Interior Designing with at least five (5) years working experience and three (3) years of practical working experience in interior design of buildings, construction, and the construction industry as awhole. The Interior Designer should have proven ability to lead the interior design teams in the design and supervision of internal layout including furniture layout plan. Must be well verse with materials and finishes. Understanding of forms and buildings functionality is mandatory. Also, must be

	conversant with all aspects of architectural design, landscaping, interior design, and Computer Aided Designs (CAD) 3D Max, turbo, Live Homes 3D pro etc. Supporting documents demonstrating her/his knowledge in new design, rehabilitation approaches and construction planning to be attached. Evidence of his experience in executing projects of similar magnitude and complexity. The Interior Designer must have excellent communication skills, fluency in written and spoken English and should be registered with a recognized Professional Board.
Quantity Surveyor	She/he must be a Registered Building Economics or Quantity Surveyor by professional board with a degree in Building Economics/Quantity Surveying/Building surveying/Construction management or its equivalent. She/he must have at least five (5) years cumulative experience in conducting measurement of quantities in infrastructure projects. She/he must have served as a Quantity Surveyor in at least three (3) projects similar magnitude and complexity within the last 10 years with supporting evidence. Supporting documents for valuation of three projects with value not less than the cumulative total of TZS 5 Billion are vital. Must be well conversant with current market prices. Evidence of experience in dealing with contractual and legal matters. Managing costs and providing cost projection prior to the contractor's application of payment to make sure that the initial budget is not exceeded is mandatory. Evidence of proficiency in Quantity Surveying Professional Software. Fluency in written and spoken English is mandatory.
Structural Engineer	She/he must at least be a Registered Professional Civil/ Structural Engineer with a degree in above field.

	She /he must have at least Five (5) years cumulative experience in building and civil engineering designs and supervision of construction works. Must have served in a similar capacity on at least three (3) projects of similar magnitude and complexity. The Civil/ Structural Engineer must be conversant with all aspects of reinforced concrete design, design of steel structures, design of timber and steel structures, strength of materials and soil mechanics. Supporting documents illustrating his/her actual participation in projects of similar nature is vital. A clear demonstration – supporting documents of his/her value engineering solutions for project of similar magnitude (with value of not less than the cumulative total of TZS 5 billion in the previous 10 years is an added advantage. Fluency in written and spoken English is mandatory.
Geotechnical Engineer	Must be a registered Geotechnical/Civil Engineer and should possess a Degree in Geotechnical Engineering or equivalent with a minimum of 5 years of geotechnical experience. Experience of at least three (3) projects with supporting documents of similar nature and size in terms of scope is also an added advantage. A clear demonstration – supporting documents of his/her value engineering solutions for project of similar magnitude. Fluency in written and spoken English is mandatory.
Services Engineer (Mechanical/Plumbing)	She/he must be a Registered Mechanical/ Sanitation Engineer by professional board with a degree in Mechanical/ Sanitation Engineering. She/he must have at least five (5) years cumulative experience in

	design and mechanical installations. She/he must have served in similar capacity in design of mechanical installations in at least three (3) projects of similar magnitude and complexity in the last ten (10) years Experience in supervision of plumbing systems (cold and hot water installation, waste and soil water systems), drainage and sewage systems, mechanical ventilation, lift design, firefighting, security systems, and the construction industry as a whole. Supporting documents demonstrating her/his knowledge in design (both new and rehabilitation projects) and mechanical installations management to be submitted. Evidence of his/her experiences in executing projects of value not less than the cumulative total of TZS5 billion is vital. Illustration of his/her ability to provide cost effective mechanical engineering solutions as per design and site conditions is vital. Knowledge in CAD programs and costing/ valuation of mechanical works is necessary. Fluency in written and spoken English is mandatory.
Services Engineer (Electrical)	She/he must be a Registered Electrical Engineer by professional board with a degree in Electrical Engineering. She/he must have at least Five (5) years cumulative experience in design of electrical installations. She/he must have served in similar capacity in design of electrical installations in at least three (3) projects of similar magnitude and complexity. She/he must have served in similar capacity in design of electrical and installation systems and the construction industry as awhole. The Electrical Engineer must be conversant with all aspects of design and construction/ installations of electrical systems in office/public buildings and supply main connections in at least three (3) projects of similar magnitude and complexity.

	Supporting documents demonstrating her/his knowledge in design and construction management to be submitted. Evidence of his experience in executing projects of not less than the cumulative total of TZS 5 billion is necessary. Illustration of his/her ability to provide cost effective electrical engineering solutions for new design and rehabilitation works as per site conditions is vital. Knowledge in CAD programs and costing/ valuation of electrical works is necessary. Fluency in written and spoken English is mandatory.
ICT Specialist	She/he must be a Registered certified ICT with a degree in ICT/ Computer science/ Information Technology or equivalent. She/he must have at least five (5) years cumulative experience in ICT projects. She/he must have served in similar capacity in at least three (3) projects of similar magnitude and complexity within the last ten years. Supporting documents of his/her actual involvement in such projects is necessary. ICT Consultant should possess enough work experience in Technical solution designs, integration and expansion for large ICT projects, Wireless LAN design, Implementation and Management, Structured Cabling Design and Installation, Core network design, Server room layout design and equipment installation, TCP/IP protocol stack, Voice and Video over IP service delivery using proprietary and open source platforms, Network analysis tools, Configuration of network equipment, Access Control/Security System and Communication Systems Analysis Fluency in written and spoken English is mandatory.
Land Surveyor	She/he must be a Registered Land Surveyor by recognized professional boards with a degree in land surveying or its equivalent.

	She/he must have at least five (5) years cumulative experience in land surveying and relatedinfrastructure. She/he must have served as a Topographical Surveyor in at least three (3) projects similar magnitude andcomplexity. Supporting documents of his/her actual involvement in such projects is necessary. Fluency in written and spoken English is mandatory.
Environmental specialist	She/he must be a holder of bachelor degree in Environmental Engineering or Sciences, with broad range of experience in ESIA and community assessments and a minimum of five (5) years relevant experience in project design and construction of similar nature and complexity. Experience in environment management in tropical countries is mandatory during supervision of building construction project in order to ensure that the construction works adhere to developed project reports e.g. ESIA/ESMP. She/he must have knowledge and understanding on World Bank's Environmental and Social Standards (ESS) to address environmental and social issues within the project Cycle. She/he must have served in similar capacity in construction of at least three (3) building projects of similar magnitude and complexity. Supporting documents of his/her actual involvement in such projects is necessary.
Sociologist	She/he must be a holder of bachelor degree in Sociology or related diesoline (anthropology, social work or community economic development) with demonstrated experience in environmental and related studies and a minimum of five (5) years relevant experience. He/she must have working experience related to social impact management in the supervision of construction project including ensuring that the construction works adhere toESIA/ESMP. Relevant experience in supervising construction project whichfollow specificrelevantstandardsofWorldBankGroupEHSGuidelines

	including aspects of gender-based violence, sexual abuse and exploitation and conflict analysis. She/he must have knowledge and understanding on World Bank's Environmental and Social Standards (ESS) to address environmental and social issues within the project Cycle. Fluency in written and spoken English is mandatory on similar assignments with proven experience to recognize and to deliver good industry practice with respect to Environment, Social (including sexual exploitation and abuse (SEA) and Gender-Based Violence (GBV), Health and Safety(HS). He/she must be fluent in written and spoken English and ability to communicate ideas freely and easily are essential qualities.
Resident Engineer(RE)/ Clerk of Works(CW) **- (7)***One for each site*	Shall be on site full time during the construction period. She/he must be Architect/ Civil/ Structural/QS with diploma in above field. She /he must have at least Three (3) years cumulative experience in building and civil engineering designs and construction works. Must have served in a similar capacity on at least three (3) infrastructure projects of similar magnitude and complexity within the last ten years. He /she shall be responsible for giving directions/instructions (as directed and approved by the Team leader) to the contractor or to the foreman-in charge in respect of; the interpretation of the Tenderers' instructions, Drawings, specifications, or bill of quantities; and any other matter in respect of which the Architect/ engineer is expressly empowered to issue instructions.

Non-Key Experts

In addition to the key personnel designated above, the Consultant may deploy Non-Key Expert to assist with the supervision of the works as deemed fit. In this case, it is at the discretion of the Consultant to propose Non-Key Experts for successful implementation of the assignment.

Note:

1. CVs for Support Staff will not be evaluated. However, evidence of professional registration and academic certificates for all key staffs should be submitted and will be evaluated.
2. Local registrations for (firm/Individual) from foreign firm should be asked prior to contract award.

6.0 Estimated Time on Task for Key Personnel

The estimated number of professional staff-months required for the assignment is **131** Staff- Months as follows:-

Table 4: Breakdown of Staff-Months for Key Personnel for Each Phase

S/N	KEY STAFF POSITION	STAFF – MONTHS			
		DesignStage	**Supervision Stage**	**Defect Liability**	**Total**
1.	Team Leader	1.0	5.0	1.0	7.0
2.	Architect -1	1.5	5.0	1.0	7.5
3.	Architect- 2	0.3	1.0	0	1.3
4.	Quantity Surveyor	1.0	5.0	1	7.0
5.	Structural/Civil Engineer	1.5	4.0	0	5.5
6.	Geotechnical Engineer	1.0	1.0	0	2.0
7.	Mechanical Engineer	0.5	3.0	0.25	3.75
8.	Electrical Engineer	0.5	3.0	0.25	3.75
9.	ICT Specialist	0.5	3.0	0.25	3.75
10.	Land/Topographical Surveyor	1.0	1.0	0	2.0
11.	Environmentalist	0.5	2.5	0	3.0
12.	Sociologist	0.25	1.0	0	1.25
14.	Resident Engineer-**Mtwara**	0	9.0	0.25	9.25
15.	Resident Engineer- **Njombe**	0	9.0	0.25	9.25
16.	Resident Engineer-**Kigoma**	0	9.0	0.25	9.25
17.	Resident Engineer- **Mwanza**	0	12.0	0.25	12.25
18.	Resident Engineer- **Arusha**	0	12.0	0.25	12.25
19.	Resident Engineer- **Dodoma**	0	12.0	0.25	12.25
20.	Resident Engineer- **Coast**	0	12.0	0.25	12.25
Total		**9.55**	**109.5**	**5.5**	**124.55**

7.0 IMPLEMENTATION TIME FRAME AND SCHEDULE

7.1 Timeframe

The overall time frame for implementation of consultancy works for design of drawings and supervision of construction work is estimated at a total of **27 Calendar Month** (3-Month for Design, 12-Months for Construction Supervision and 12-Months for Defects Liability Period) starting from the date of commencement of Consultant's assignment. The defect liability period shall be extended to a period of Twelve (12) calendar-months after completion of works.

7.2 Implementation Schedule

The breakdown of the estimated time frame and implementation schedule for the design of drawings and supervision for construction of Seven Laboratory Buildings is set out below:-

Table 5: Implementation Time frame for Design and ConstructionSupervision

Item	Activity description	Duration (Months)
1	**Design Stage**	
1.1	Inception Report	M
1.2	Schematic Design	
1.3	Geotechnical & Topographical Survey Report	
1.4	Draft Final Drawings	M+2
1.5	Details Drawings, Cost Estimates and draft Tender document	
1.6	Procurement documents (bidding documents)	M+3
1.7	Final Reports (detailed drawings , BOQs and Tender Document)	
	Total Duration Design Stage	**3 Month**
2	**Post Contract Stage**	
2.1	Construction and Supervision(Mtwara, Njombe, Kigoma)	9
2.2	Construction and Supervision(Mwanza, Arusha , Dodoma and Coast)	12
2.3	Defects Liability Period – All 7 Sites	12
	Total duration Post Contract stage	**24**
	Total Duration for the Consultancy Services	**27 Months**

8.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THECLIENT

8.1 Information to be provided by the Client

The Client will provide basic data needed to facilitate the assignment; these include assistance on matters related to administration as required for carrying out the work and liaison necessary for this purpose. In addition, the consultant will have access to all available information that is; Master Plan if any, plot title deed – if any Feasibility study report, Geotechnical and Topographical survey reports. On technical issues regarding the documentation, Consultant will liaise with Clients in-house technical team. A pre-briefing meeting will be held at Open University of Tanzania with prospective consultants immediately after signing the contract to familiarize with this assignment.

8.2 Obligation of Consultant and Client

8.2.1 Client

i. The Client will provide the necessary available documents for the task as requested by the consultant. The Consultant shall be responsible for the accuracy of data and correctness of the information, analysis and interpretation of the data and recommendations thereof. All such documents, data and information shall be treated as confidential and shall not be used for any purpose not related to theproject.

ii. The Client will assist the Consultant to meet Government Departments and other agencies as needs arise. The consultant shall be fully responsible for subsequent follow up.

iii. The Client will appoint a Project Coordinator for the assignment who will guide the implementation of the project including providing guidance to the Consultant during the project duration.

iv. Ensure the consultant's performance complies with the Terms of Reference of this project and is reported to the employer on monthly basis or any time in case of emergency.

v. Ensure all payments are made according to the contract upon receiving the certificate of actual measurements taken by the employer team, consultant, and Contractor.

vi. Ensure the availability of counterpartstaff.

vii. Receive and evaluate regular reports from consultant attached with the original reports fromContractors

viii. Ask/demand clarification from the Consultant from time to time

8.2.2. Consultant

i. The Consultant shall be responsible for the execution of the entire assignment as described in this Terms of Reference (TOR) and shall provide such facilities, staff and equipment that will enable her to execute the assignment in a timely and efficient manner.

ii. The Consultant shall be responsible for organising her/his office. She/He will be responsible for her accommodation, transport, equipment, supplies, secretarial services and such other services that are necessary for smooth and efficient execution of the assignment.

iii. The Consultant shall allow working with counterpart staff from Open University of Tanzania for the duration of the consultancy service. The Consultant shall prepare a management, control and supervision of projects and it is expected that the counterpart staffs will be fully integrated within the consultant's operations for capacitybuilding.

iv. Shall prepare specifications and bills of quantities for the entire assignment including submission of confidential cost estimates of the variouscomponents.

v. Shall prepare bidding documents for the entire assignment. Assist the client in obtaining qualified contractors for the execution of the works. In doing so the consultant shall be available to assist the Client in the bidding proceedings and in particular undertake the followingactivities:

   a) Provide detailed clarification as requested from thebidders.
   b) Assist the Client and the Tender Board in the preparation of the Bid Evaluation Report, negotiation and recommendations foraward.

vi. The Consultant shall be responsible for the quality, safety, and security of the submitted designed works andspecifications.

vii. The consultant shall adhere to different statutory obligations such as; insurance, taxes, and duties related to the design works shall be the responsibility of the consultant. The Consultant must contact the Tanzania Revenue Authority for specificdetails.

viii. The Consultant must comply with the Terms of Reference for this project. Arrange for own office space expenses and transportation activities related to this project (including travel costs, documents and drawings preparations/ submissions and perdiems).

ix. Preparations and submission of reports as per these terms ofreference.

x. The consultant shall submit a project supervision plan and project performance managementplan.

xi. Consultant shall be responsible for obtaining all necessary work permits (if applicable) and cover all necessary costs for his/her expatriates and any other necessary consent from relevant statutorybodies.

xii. Provide designers risk assessment in accordance with Environmental, Health and Safety policies.

xiii. Ensure the compliance of the contractor's construction drawings with the specifications of the contract, and subsequently approve such drawings;and

xiv. Participate in all site meetings duringconstruction.

xv. To enhance HEET education development plan the consultant should practice professional development and responsibility. The consultants are encouraged to train and engage graduate's architects/ quantity surveyors and engineers in order to boost their experience in design and management. This will ensure professional continuity and sustainability for futureprojects.

9.0 PROJECT LIBRARY

The Consultant shall create a library of all the documents, reports, maps, working papers, progress pictures, and other reference material used and./or created during the period of the work. A list of documents proposed to be kept in the library shall be included in the report for acceptance by theEmployer.

During the course of the work the Consultant shall maintain it in good order and in a reference format in office space so as to be used by the OUT (Client) staff. On completion

of the period of work, the entire contents of the project library will be transferred to the Employer in good order and properly indexed and marked.

10.0 MANDATORY STANDARDS

a) All measurements in metricunits

b) All drawings to have legend explainingsymbols

c) All drawings to be dated and signed by DesignConsultant

d) All Electrical drawings to be dated and signed by ElectricalEngineer

e) All designs must conform to all applicablestandards

f) Summary sheet with legend to alldrawings

g) A legend to indicate changes to the drawings with date of thesechanges

h) Design to be based on full topographic survey or spot levels as the site requires, determining exactquantities.

i) Design based on soil report that assesses pre-requisite foundation typerequired.

j) A percolation test done according to Ministry of health standards for all sanitation and drainage requirement.

k) Bills of Quantity shall follow the prescribed standard and not include Prime Cost Sums and can only include provisional sums where absolutely necessary (i.e. only for works or for costs which cannot be entirely foreseen, quantified or detailed at the time tendering documents are prepared). The justification for ALL Provisional Sums must be outlined in a separate document, accompanying the Bills ofQuantities;

l) The appendices shall carry a 'List of Drawings' from which the Bill of Quantities was prepared. Each page of the BOQ shall carry a footer indicating the total prices on that particular page and read' carried to collection'. The BOQ shall carry a generalsummary.

m) All quantities are to be measured in metric units and rounded off to two decimalplaces.

n) Engineering Services and external works shall be priced and not billed as a lumpsum.

o) Preliminaries should be properlypriced.

p) All provisional sums must be justified on a separatedocument.

q) The Appendices shall carry a “List of Drawings” from which the Bills of Quantities was prepared.

r) Each page shall carry a footer indicating the total of prices on that particular page. This footer shall read “Carried to Collection”.

s) The Bills of Quantities shall carry a GeneralSummary.

t) A printed copy of the priced Bills of Quantities should be submitted in electronicformat.

u) Maintenance Plan comprising an inventory of the number and types of fixtures, surface areas and other amenities with a schedule of frequency and cycle of maintenance of the inventory listing;and

v) The design consultant to provide Engineering specification covering all aspects of the proposed works.

11.0 ENVIRONMENTAL AND SOCIAL RISKMANAGEMENT

The consult should follow the guidelines as provided by Higher Education for Economic Transformation (HEET), Environmental and Social Management Framework and associated instruments including the Environmental and Social Management Plan (ESMP) for proposed construction works. (available at *http://www.moe.go.tz/sw/article/higher-education-for-economic-transformation-project-documents)*

For the Supervision Phase the Consultant should attach or refer to the Consultant’s environmental, social, health and safety policies that will apply to the project. As a minimum, the policy is set out to the commitments to:

1. Apply good international industry practice to protect and conserve the natural environment and to minimize unavoidableimpacts;
2. Provide and maintain a healthy and safe work environment and safe systems ofwork;
3. Protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwisevulnerable;
4. Ensurethattermsofemploymentandworkingconditionsofallworkersengagedinthe

Works meet the requirements of the ILO labour conventions to which the host country is a signatory;

5. Be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexualharassment;
6. Incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of theWorks;
7. Work co-operatively, including with end users of the Works, relevant authorities, contractors and localcommunities;
8. Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderlypeople;
9. Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protectswhistleblowers;
10. Minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of theWorks;
11. Provide mechanism to resolve grievances including those related to Gender Based violence, Sexual Abuse and harassment;and
12. Ensure that there are ample measures to minimize the risk of COVID – 19 transmissions during the entire period ofassignment.

The policy should be signed by the senior manager of the Consultant. This is to signal the intent that it will be applied rigorously.

12.0 CODE OF CONDUCT

The Consultant is required to attach or prepare a Code of Conduct for Supervision Civil Works. A satisfactory code of conduct will contain obligations on all Consultants' Experts that are suitable to address the following issues, as a minimum. Additional obligations may beaded to respond to particular concerns of the region, the location and the project sector or

to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, andregulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten theenvironment)
3. The use of illegalsubstances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or healthstatus)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture andtraditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturallyinappropriate)
7. Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse ofpower)

9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in projectareas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not openareas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personalconnection)
12. Respecting reasonable work instructions (including regarding environmental and socialnorms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of thisCode
15. Non-retaliation against personnel who report violations of the Code, if that report is made in goodfaith.