

**German Financial Cooperation with the United Republic of  
Tanzania**

**Zanzibar Water Security Project**

**Tender for Consulting Services  
for  
Project Implementation**

**Ministry of Water, Energy and Minerals  
(MoWEM)**

**December 2025**

**BMZ No.: 2022 67 102**

**KfW Procurement No.: 512037**

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## LETTER OF INVITATION

**Ministry of Water, Energy and Minerals  
Zanzibar Water Security Project**

**BMZ No.: 2022 67 102  
KfW Procurement No.: 512037**

30/12/2025

### **To shortlisted Consultants/Joint Ventures**

CES Consulting Engineers Salzgitter GmbH  
JV Dorsch Impact GmbH / Seureca  
Fichtner Water and Transportation GmbH  
GKW Consult GmbH / GFA Consulting Group GmbH  
NIRAS A/S / Posch & Partner Consulting Engineers

Dear Mr. /Ms.

1. The “**Ministry of Water, Energy and Minerals**” (MoWEM) (hereinafter called “Recipient”) shall receive financing from KfW Development Bank (“KfW”) in the form of a “*financial contribution*” (hereinafter called “*grant*”) toward the cost of **Zanzibar Water Security Project**. The MoWEM, acting as the implementing agency of the Recipient and referred to as the “Employer”, intends to apply a portion of the proceeds of this grant to eligible payments under the contract for which this Request for Proposals is issued.

Payments by KfW will be made only at the request of the Employer and upon approval by KfW, and will be subject, in all respects, to the terms and conditions of the financing agreement. No party other than the Ministry of Water, Energy and Minerals shall derive any rights from the financing agreement or have any claims to the proceeds of the grant.

2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called “Services”): **Project Implementation – Zanzibar Water Security Project**. More details on the Services are provided in the Terms of Reference (Section VII).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
  1. CES Consulting Engineers Salzgitter GmbH / Germany (Lead)  
Howard Consulting Limited / Tanzania (Sub-consultant)
  2. Dorsch Impact GmbH / Germany (Lead)  
Seureca / France (JV Associate)  
Network for Water and Sanitation Ltd. / Tanzania (JV Associate)
  3. Fichtner Water and Transportation GmbH / Germany (Lead)  
G-PES Limited / Tanzania (Sub-consultant)  
Aquatest Limited / Zambia (Sub-consultant)

4. GKW Consult GmbH / Germany (Lead)  
GFA Consulting Group GmbH (JV Associate)  
Ramboll A/S / Denmark (Sub-consultant)
5. NIRAS A/S / Denmark (Lead)  
Posch & Partner Consulting Engineers / Austria (JV Associate)  
RSK Environment Limited / Tanzania (Sub-consultant)  
Mhandisi Consultancy Limited / Tanzania (Sub-consultant)

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de), and in the present document.

5. The RFP includes the following Sections:

Section I – Instructions to Consultants (ITC)  
Section II – Data Sheet  
Section III – Technical Proposal - Standard Forms  
Section IV – Financial Proposal - Standard Forms  
Section V – Eligibility Criteria  
Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility  
Section VII – Terms of Reference  
Section VIII – Conditions of Contract and Contract Form

6. Please inform us by 09/01/2026, in writing, by E-mail to the address of the Tender Agent [s.meschke@eng-ms.de](mailto:s.meschke@eng-ms.de)

copy to:  
[said.abdalla@majismz.go.tz](mailto:said.abdalla@majismz.go.tz)  
[abubakar.bakar@majismz.go.tz](mailto:abubakar.bakar@majismz.go.tz)

- (a) that you have received this Letter of Invitation; and
  - (b) whether you intend to submit a **Proposal** alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under **ITC 14.1.2**).
7. Details on the **Proposal**'s submission date, time and address are provided in **ITC 17.8** and **ITC 17.10**.

Yours sincerely,

Stefan Meschke  
(Tender Agent)

On behalf of the Employer

# **PART 1 – TENDERING PROCEDURES**

## Section I. Instructions to Consultants

*[This Section 1 - Instructions to Consultants (ITC) shall not be modified. Any changes needed to address specific country and project conditions, to supplement, but not over-write, the provisions of the ITC, shall be introduced through the Data Sheet only.]*

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## Section I. Instructions to Consultants

### A. General Provisions

#### 1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.
- (d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) "Day" means a calendar day.
- (g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency contract.
- (h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) "Government" means the government of the Employer's country.
- (j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at <http://www.kfw-entwicklungsbank.de>
- (k) "ITC" (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW’s approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

## 3. Sanctionable Practice

3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid

submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

**4. Eligible Consultants and Eligible Materials, Equipment, and Services**

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to prequalified Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

**5. Conflict of Interest**

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a family relationship with a PEA’s staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information

contained in the respective applications, to influence them or influence the decisions of the PEA;

- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that
  - (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

## 6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

## B. Preparation of Proposals

### 7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or

- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any **Proposal**, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).
- 11. Only One Proposal, Sub-Consultants, Key Experts**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the **Data Sheet**.
- 11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.
- 11.3 Individuals<sup>1</sup> (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification

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<sup>1</sup> An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of  
Validity Period

12.3 The Employer will make its best effort to complete the evaluation within the **Proposal**'s validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

Substitution of  
Key Experts at  
Validity  
Extension

12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.

12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

12.8 Substitution requests shall not delay the evaluation process.

Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.

**13. Clarification and  
Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the **Proposal** submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

13.1.2 If the amendment is substantial, the Employer may extend the **Proposal** submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of  
Proposals –  
Specific  
Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form E/QUAL, as stipulated in the

Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.

- 14.1.2 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted Consultants associate with each other, any of them can be the Lead Consultant.
- 14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.
- 14.1.4 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

## 15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

## 16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII). If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV. The **Data Sheet** may request the Consultant to provide services either by delivering or producing one or more deliverables for a fixed amount (Lump Sum Contract) or for a certain duration with remuneration according to time spend at fixed unit rates (Time-Based Contract) or a combination of both.

### Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the **Data Sheet**.

Taxes	16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the <b>Data Sheet</b> . In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees..
Currency of Proposal	16.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
Currency of Payment and Payment Conditions	16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. 16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the <b>Data Sheet</b> .
Contributions by the Employer	16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: 16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project; 16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs; 16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses; 16.7.4 provide other contributions as stipulated in the <b>Data Sheet</b> .

## C. Submission, Opening and Evaluation

### 17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.
- 17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.
- 17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
- 17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the

**Data Sheet.** All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”

17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”

17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.

17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.10 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

17.11 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

## 18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

## 19. Opening of Technical Proposals

19.1 The Employer’s evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.4.

19.2 The Employer’s evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer’s administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals

shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 20. Proposals Evaluation

20.1 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

20.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

## 21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 22.1. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

21.2 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates

from or indicates misunderstanding of the requirement of the respective sub-criterion.

- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

**22. Opening and Evaluation of Financial Proposals**

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

**23. Evaluation of Financial Proposals**

23.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

Lump Sum Contract

23.2 If a Lump Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

Time Based Contract

23.3 If a Time Based Contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, in each case the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**Other Cost**

23.4 Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively "Other Cost") not included in the lump sum or time based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.

23.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.

- 24. Taxes** 24.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.
- 25. Conversion to Single Currency** 25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 26. Combined Evaluation of Technical and Financial Proposals** 26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.  
26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.
- 27. Qualification of the Consultant** 27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage. The determination shall be based upon an examination of Form E/QUAL as provided in Section 3, Technical Proposal Forms.  
27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.
- 28. Employer's Right to Reject All Proposals** 28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants

## **D. Negotiations and Award**

- 29. Negotiations** 29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.  
29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts 29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.  
29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation

to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical  
Negotiations

29.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial  
Negotiations

29.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

29.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

**30. Conclusion of  
Negotiations**

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Employer and the Consultant's authorized representative.

30.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

**31. Award of  
Contract,  
Information of  
Consultants**

31.1 After completing the negotiations with the Consultant the Employer shall promptly inform all shortlisted Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

31.3 Subject to KfW's no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## Section II. Data Sheet

A. General	
ITC Clause Reference	
1.1	<p>The name of the Employer, which acts as Project Executing Agency (PEA), is the “Ministry of Water, Energy and Minerals”.</p> <p>The method of selection is the quality - cost based selection method attributing 80% weight to the Technical Proposal and 20% to the Financial Proposal.</p> <p>The selection procedure is conducted by the Employer’s Evaluation Commission composed of members appointed by the Ministry of Water, Energy and Minerals for the purposes of this Tender.</p> <p>The Employer is supported during the selection procedure by Mr. Stefan Meschke as Tender Agent.</p>
1.2 (b)	The applicable law shall be the Law of Germany.
1.3	<p>The name of the assignment is:  <b>“Zanzibar Water Security Project”</b>  <b>Consulting Services for Project Implementation</b>  with the following Reference No.:  <b>BMZ No.: 2022 67 102</b>  <b>KfW Procurement No.: 512037</b></p> <p>The prerequisites for disbursements for this assignment are not yet finalized. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.</p>
1.4	A pre-proposal conference will not be held.
1.5	<p>The Employer will provide the following inputs to facilitate the preparation of the Proposals:  See Part 2 – Terms of Reference  Chapter 8</p>
2.	<p>The project shall be financed through a grant fund provided by the German Ministry for Economic Cooperation (BMZ) via KfW, amounting up to EUR 25.0 million and possibly through optional additional funds provided by the European Union and the Danish Development Cooperation, through EU, amounting up to EUR 15.0 million.</p>

<b>B. Preparation of Proposals</b>	
<b>7.1</b>	<p>The measures of the Project and the concerning services of the Consultant are subdivided into four components and structured as follows:  Component 1: Water supply measures  Component 2: Water resources management measures  Component 3: Sanitation and solid waste measures  Component 4: Non-technical measures</p> <p><b>These schemes financed under FC funding are referred to in the following as “main schemes” and the concerning consulting services as “main services” or “regular services”.</b></p> <p>The services of the Consultant include furthermore an optional component for implementation of further water supply schemes under additional funding. The optional services relate to consulting works for water supply measures (Component 1) and sanitation and solid waste measures (Component 3) with an identical approach.</p> <p><b>The additional schemes financed under separate funding are referred to in the following as “optional schemes” and the concerning consulting services as “optional services” or “additional services”.</b></p> <p><b><u>Note – the following assumptions apply for the Optional Services:</u></b>  For the planning of the work program the Consultant shall assume that the design and tendering works for the optional services start immediately after completion of the concerning works for the main services. This means that the same experts can be used for carry out the concerning works.  The construction works for the optional services will start accordingly later, but will be carried out in parallel to the main works. Therefore, additional site supervisors will be required, while the key staff should be able to manage the implementation of main and the optional works in parallel.</p>
<b>9.1</b>	Proposals shall be accepted in the English language, which shall be the governing language of the Contract.
<b>10.1</b>	<p>The Proposal shall comprise the following documents:</p> <p><b><u>Technical Proposal:</u></b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1 Technical Proposal Submission Form</li> <li>(3) TECH-2 Declaration of Undertaking</li> <li>(4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff</li> <li>(5) TECH-4 Description of the Approach, Methodology, and Work Plan</li> <li>(6) TECH-5 Work Schedule</li> <li>(7) TECH-6 Personnel Schedule</li> <li>(8) E/QUAL</li> </ol> <p><b><u>Financial Proposal:</u></b></p> <ol style="list-style-type: none"> <li>(1) FIN-1 Financial Proposal Submission Form</li> <li>(2) FIN-2 Financial Proposal – Cost Breakdown</li> </ol>

11.1	Sub-consultants may not participate in more than one proposal. Sub-consultants, whose references were evaluated during the prequalification in one application, are not allowed to be part of a proposal of another bidder. In the case a sub-consultant whose references were evaluated during prequalification appears in more than one proposal, all proposals concerned shall be rejected.																																													
11.3	Key Experts in Proposals for Consulting Services shall not participate in more than one Proposal. In the case the same Key Expert appears in more than one Proposal as key expert, all Proposals concerned shall be rejected unless a bidder can demonstrate to have obtained the exclusive right of the respective Key Expert to include its curricula vitae in the proposal before the submission deadline has passed.																																													
12.1	The proposal shall be valid for 120 days after the Proposal submission deadline.																																													
13.1	<p>The deadline for clarifications by Consultants is 14 days prior to the submission date as per Clause 17.10</p> <p>Clarifications requests shall be sent by E-mail, addressed to the PEA and with copy to the Tender Agent, to the E-mail address indicated under 17.10 in the Data Sheet.</p>																																													
14.1.3	<p>Estimated time input for lump sum services (main services)</p> <p>The definition of required man-month necessary to carry out the work for the lump sum packages of the components in accordance with cl. 16.1 shall be the responsibility of the Consultant. The Consultant shall however bear in mind that he will be paid according to the deliverables (see Section II Data Sheet 16.1) for that package.</p> <p>The consultants are expected to perform the tasks assigned to them with a high level of quality. It is therefore expected that the respective key experts will be deployed for the individual work packages for at least the following periods of time.</p> <p>However, Consultants are requested to provide their own well-founded estimate of experts needed and the time required in their proposal. The services provided under this package will be remunerated against deliverables on a lump sum basis.</p> <table><tr><th>Estimated time input (lump sum)</th><th>Component 1+3</th><th>Component 2</th></tr><tr><th>Foreign staff</th><th>[MM]</th><th>[MM]</th></tr><tr><td>Team Leader (international)</td><td>8,00</td><td></td></tr><tr><td>Water resources management expert (international)</td><td></td><td>8,00</td></tr><tr><td>Civil engineering expert (international)</td><td>8,00</td><td></td></tr><tr><td>Electro-/mechanical engineer</td><td>2,00</td><td>1,00</td></tr><tr><td>Procurement/ FIDIC expert (international/national)</td><td>3,00</td><td></td></tr><tr><td>E&amp;S expert (international)</td><td>3,00</td><td></td></tr><tr><td>ESHS/OHS expert (international)</td><td>2,00</td><td></td></tr><tr><td>Total</td><td>26,00</td><td>9,00</td></tr></table> <table><tr><th>National staff</th><th>[MM]</th><th>[MM]</th></tr><tr><td>Deputy Team Leader/ Deputy Resident Engineer</td><td>12,00</td><td></td></tr><tr><td>Civil engineering expert (national)</td><td>12,00</td><td></td></tr><tr><td>Hydrogeological/groundwater modelling expert (national)</td><td></td><td>12,00</td></tr><tr><td>Total</td><td>24,00</td><td>12,00</td></tr></table>	Estimated time input (lump sum)	Component 1+3	Component 2	Foreign staff	[MM]	[MM]	Team Leader (international)	8,00		Water resources management expert (international)		8,00	Civil engineering expert (international)	8,00		Electro-/mechanical engineer	2,00	1,00	Procurement/ FIDIC expert (international/national)	3,00		E&S expert (international)	3,00		ESHS/OHS expert (international)	2,00		Total	26,00	9,00	National staff	[MM]	[MM]	Deputy Team Leader/ Deputy Resident Engineer	12,00		Civil engineering expert (national)	12,00		Hydrogeological/groundwater modelling expert (national)		12,00	Total	24,00	12,00
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Estimated time input for time based services

The Employer estimates that the staff input listed in the table below will be necessary to execute the construction supervision of the project for the Components 1 and 3, and furthermore the requested time based services for Component 4. Consultants are therefore requested to use the estimates (minimum staff input) as given in the table below as the basis for their financial proposal, in order to ensure that consultants are quoting on a similar level.

The input for the supervision works will be paid according to the real and actual input of the Consultant against the delivery of a monthly report and invoice.

Furthermore, the man-month rates of the supervision staff of the financial proposal are binding, even if the supervision input will be lower in the implementation.

Estimated time input (time-based)	Component 1+3	Component 2	Component 4
Foreign staff	[MM]	[MM]	[MM]
Chief Resident Engineer (international)	18,00		
Water resources management expert (international)		4,00	
Institutional/tariff expert (international)			3,00
Civil engineering expert (international)	3,00		
Electro-/mechanical engineer	3,00		
Procurement/ FIDIC expert (international/national)	3,00		
E&S expert (international)	2,00		
ESHS/OHS expert (international)	3,00		
<b>Total</b>	<b>32,00</b>	<b>4,00</b>	<b>3,00</b>

National staff	[MM]	[MM]	[MM]
Deputy Team Leader/ Deputy Resident Engineer	25,00		
Civil engineering expert (national)	6,00		
Hydrogeological/groundwater modelling expert (national)		12,00	
Institutional expert (national)			4,00
Public awareness campaign expert (national)			4,00
Construction supervision expert 1	26,00		
Construction supervision expert 2	26,00		
E&S expert (national)	2,00		
ESHS/OHS expert (national)	6,00		
<b>Total</b>	<b>91,00</b>	<b>12,00</b>	<b>8,00</b>

	<p>Estimated time input for optional services</p> <p>The same approach applies for the optional services. The preparation of the design and the tender documents will be remunerated on a lump sum basis, whereas supervision will be paid time based.</p> <p>The time input for the relevant experts is estimated as follows:</p> <table><tr><th>Estimated time input</th><th>lump sum</th><th>time based</th></tr><tr><th>Foreign staff</th><th>[MM]</th><th>[MM]</th></tr><tr><td>Team Leader (international)</td><td>5,00</td><td></td></tr><tr><td>Chief Resident Engineer (international)</td><td></td><td>12,00</td></tr><tr><td>Civil engineering expert (international)</td><td>6,00</td><td>2,00</td></tr><tr><td>Electro-/mechanical engineer</td><td>1,50</td><td>2,00</td></tr><tr><td>Procurement/ FIDIC expert (international/national)</td><td>2,00</td><td>2,00</td></tr><tr><td>E&amp;S expert (international)</td><td>2,00</td><td>1,50</td></tr><tr><td>ESHS/OHS expert (international)</td><td>2,00</td><td>2,00</td></tr><tr><td><b>Total</b></td><td><b>18,50</b></td><td><b>21,50</b></td></tr></table> <table><tr><th>National staff</th><th>[MM]</th><th>[MM]</th></tr><tr><td>Deputy Team Leader/ Deputy Resident Engineer</td><td>6,00</td><td>18,00</td></tr><tr><td>Civil engineering expert (national)</td><td>9,00</td><td>4,00</td></tr><tr><td>Construction supervision expert 1</td><td></td><td>20,00</td></tr><tr><td>Construction supervision expert 2</td><td></td><td>20,00</td></tr><tr><td>E&amp;S expert (national)</td><td></td><td>1,00</td></tr><tr><td>ESHS/OHS expert (national)</td><td></td><td>4,00</td></tr><tr><td><b>Total</b></td><td><b>15,00</b></td><td><b>67,00</b></td></tr></table>	Estimated time input	lump sum	time based	Foreign staff	[MM]	[MM]	Team Leader (international)	5,00		Chief Resident Engineer (international)		12,00	Civil engineering expert (international)	6,00	2,00	Electro-/mechanical engineer	1,50	2,00	Procurement/ FIDIC expert (international/national)	2,00	2,00	E&S expert (international)	2,00	1,50	ESHS/OHS expert (international)	2,00	2,00	<b>Total</b>	<b>18,50</b>	<b>21,50</b>	National staff	[MM]	[MM]	Deputy Team Leader/ Deputy Resident Engineer	6,00	18,00	Civil engineering expert (national)	9,00	4,00	Construction supervision expert 1		20,00	Construction supervision expert 2		20,00	E&S expert (national)		1,00	ESHS/OHS expert (national)		4,00	<b>Total</b>	<b>15,00</b>	<b>67,00</b>
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ESHS/OHS expert (national)		4,00																																																					
<b>Total</b>	<b>15,00</b>	<b>67,00</b>																																																					
14.1.4	<p>The Consultant's Proposal shall include the minimum Key Experts' time-input as listed under 14.1.3 above.</p> <p>For the evaluation and comparison of Financial Proposals only: if a Technical Proposal is based on a lower time-input than the minimum time-input indicated above, the total amount indicated in the Financial Proposal (TECH-1) shall be adjusted as follows:</p> $F_2 = F_1 + (T_{\min} - T_1) * R_{\max}$ <p>where,</p> <p>F<sub>2</sub> is the adjusted amount of the Financial Proposal; F<sub>1</sub> is the original amount of the Financial Proposal; T<sub>min</sub> is the minimum time-input required in accordance with ITC 14.1.3; T<sub>1</sub> is the time-input offered in the Technical Proposal; R<sub>max</sub> is the highest remuneration rate for a Key Expert offered in the Financial Proposal.</p> <p>Proposals based on a higher time-input than the required minimum time-input shall not be adjusted.</p>																																																						
14.1.5	Not applicable																																																						

16.1	<p>The contract period shall be 48 months.</p> <p>The Financial Proposal shall be calculated and structured based on the following assumptions clearly subdivided into Main Services and Optional Services (see Form Fin2) and furthermore subdivided into the Components:</p> <p><b><u>Main Services</u></b></p> <p><b>Package A for - Lump sum services, comprising the relevant parts of the following components</b></p> <p>A.1 Component 1 and 3: Water supply/sanitation and solid waste Design and tendering</p> <p>A.2 Component 2: Water resources management measures</p> <p>A.4 - Component 4: Non-technical services</p> <p><b>Other cost (provisional sum)</b></p> <p>A provisional sum of 150,000 EUR shall be included in the Financial Proposal for Package A (Items 8 and 9 in the Detailed Cost Calculation in FIN-2) which is intended to cover the following:</p> <ol style="list-style-type: none"> <li>1. Geotechnical, hydro-geological surveys, water analyses, etc; (60,000 EUR)</li> <li>2. Hydro-geological for WRM (Component 2) (40,000EUR)</li> <li>3. Workshops and others (50,000)</li> </ol> <p><b>Package B for Time based services, comprising the relevant parts of the following components</b></p> <p>B.1 - Component 1 and 3: Water supply/sanitation and solid waste Supervision/ DNP</p> <p>B.2 - Component 2: Water resources management measures (after commissioning of the system)</p> <p>B.4 - Component 4: Non-technical services (implementation of non-technical services)</p>
	<p><b><u>Optional Services</u></b></p> <p>The Consultant should assume that the optional services will commence six months after the start of the regular services, but with a shortened implementation period of 42 months.</p> <p>The Financial Proposal for the Optional Services shall be calculated and structured based on the following assumptions and subdivided into the Components:</p> <p><b>Optional Services A – lump sum</b></p>

	<p>A.Opt - Component 1 and 3 (Optional services): Water supply/sanitation and solid waste Preliminary design, design and tendering</p> <p><b>Other cost (provisional sum)</b></p> <p>A provisional sum of 150,000 EUR shall be included in the Financial Proposal for Package A (Items 8 and 9 in the Detailed Cost Calculation in FIN-2) which is intended to cover the following:</p> <ol style="list-style-type: none"> <li>1. Communication and visibility measures (100,000 EUR)</li> <li>2. Geotechnical, hydro-geological surveys, water analyses, etc; (50,000 EUR)</li> </ol> <p><b>Optional Services B – time based</b></p> <p>B.Opt - Component 1 and 3 (Optional services): Water supply/sanitation and solid waste Supervision/ DNP</p> <p>The financial offer must show separate subtotals for each of the service packages listed above.</p>
	<p><b>Allocation of cost to the Main Services and/or the Optional Services</b></p> <p>All services offered must be clearly allocated to the main services or optional services. Staff positions, such as team leader or chief resident engineer, must be allocated proportionally to the respective services in the technical and financial proposal. The same applies for e.g. office, cars, support staff, etc. The assumptions for the timeline of the optional services as presented in the ToR are to be used to allocate costs to the main or optional services.</p>
<b>16.2</b>	<p>The following method shall apply to the adjustment of unit prices in [EUR]. The rates shall be fixed for a period of <b>36 months</b>. For services beyond this period, the rates shall be adjusted as follows:</p> $P_n = P_o * (0.15 + 0.85 * I_n / I_o) \quad \text{where,}$ <p><math>P_n</math> = new revised unit price  <math>P_o</math> = original unit price valid at the date of expiry of the Proposal Validity as per ITC 12 or in case of consecutive amendments at the date of expiry of the fixed rate period of the previous amendment  <math>I_n</math> = new index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) month. If no official index is available at this time the latest available index before this date shall be used  <math>I_o</math> = original index applicable at the date of the original unit price above.</p> <p>I is defined as the Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt).</p>
<b>16.3</b>	<p>For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in the Employer's country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context</p>

	<p>e.g. VAT or withholding tax on revenue or income generated through the Contract) apply:</p> <p>The services of the Consultant and its Sub-consultants as well as the procurement of equipment shall be exempted from the payment of the Value Added Tax (VAT) and import duties hereby known as indirect tax as per the tax laws in the Employer's country.</p> <p>For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. withholding tax, profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside the Employer's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p> <p>The Employer provides this information on tax obligations in the Employer's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.</p>						
16.4	<p>The currency of the proposal shall be EURO (EUR).</p> <p>The Financial Proposal shall not state local costs in the Employer's country currency.</p>						
16.6	<p>The Consultant's remuneration shall be paid against presentation of invoices, indicating the BMZ-No. and the KfW-Reference No.</p> <p>The following remuneration model/payment conditions shall apply for <b>Package A (lump sum)</b></p> <p>The services of Contract Package A will be remunerated on a lump sum basis.</p> <p>The following remuneration model/payment conditions shall apply: <b>Regular services</b> (Item 1–7, Form FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN)</p> <table border="1"> <tr> <td>Advance Payment</td><td>20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.</td></tr> <tr> <td>Interim Payment 1</td><td>15% of the contract sum for Package A (fixed fee) three (3) months after start of the services and upon submission and approval of the Final Inception Report</td></tr> <tr> <td>Interim Payment 2</td><td>15% of the contract sum for Package A (fixed fee) six (7) months after start of the services and upon submission and approval of the relevant reports in accordance with the time schedule <ul style="list-style-type: none"> <li>- detailed design</li> <li>- pre-qualification evaluation report</li> <li>- ESIA report</li> <li>- Water resources management report</li> <li>- Bidding document for monitoring equipment</li> </ul> </td></tr> </table>	Advance Payment	20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.	Interim Payment 1	15% of the contract sum for Package A (fixed fee) three (3) months after start of the services and upon submission and approval of the Final Inception Report	Interim Payment 2	15% of the contract sum for Package A (fixed fee) six (7) months after start of the services and upon submission and approval of the relevant reports in accordance with the time schedule <ul style="list-style-type: none"> <li>- detailed design</li> <li>- pre-qualification evaluation report</li> <li>- ESIA report</li> <li>- Water resources management report</li> <li>- Bidding document for monitoring equipment</li> </ul>
Advance Payment	20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.						
Interim Payment 1	15% of the contract sum for Package A (fixed fee) three (3) months after start of the services and upon submission and approval of the Final Inception Report						
Interim Payment 2	15% of the contract sum for Package A (fixed fee) six (7) months after start of the services and upon submission and approval of the relevant reports in accordance with the time schedule <ul style="list-style-type: none"> <li>- detailed design</li> <li>- pre-qualification evaluation report</li> <li>- ESIA report</li> <li>- Water resources management report</li> <li>- Bidding document for monitoring equipment</li> </ul>						

	Interim Payment 3	15% of the contract sum for Package A (fixed fee) nine (9) months after start of the services and upon submission and approval of  - tender documents for water supply measures - training plan -procurement and installation of monitoring equipment
	Interim Payment 4	20% of the contract sum for Package A (fixed fee) twelve (12) months after start of the services and upon acceptance of construction contracts for water supply measures -submission and approval of design and tender documents for sanitation measures -set-up of groundwater model
	Interim Payment 5	10% of the contract sum for Package A (fixed fee) fifteen (15) months after start of the services -upon acceptance of draft construction contracts for sanitation measures
	Final Payment	5% of the contract sum for Package A (fixed fee) completion of lump sum part of services for Component 1, 2 and 3
<b>Other Cost</b> (item 8-9, Form FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN) Remuneration of these items shall be at actual cost against proof of evidence submission with interims or final payment.		

	<p>The following remuneration model/payment conditions shall apply for <b>Package B (time based)</b></p> <p>The services of Contract Package B will be remunerated on a time based basis. The following remuneration mode/payment conditions shall apply:</p> <p><b>Regular services</b> (Item 1–7, Form FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN)</p> <table border="1"> <tr> <td data-bbox="394 566 639 882">Advance Payment</td><td data-bbox="639 566 1251 882">15% of the contract sum for Package B (time based) as Advance Payment at commencement of the time based services for Package B approx. after month twelve (12) with start of the construction period against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.</td></tr> <tr> <td data-bbox="394 882 639 1240">Interim Payments</td><td data-bbox="639 882 1251 1240">up to 95% of the contract sum for Package B (time based) as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services.  From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.</td></tr> <tr> <td data-bbox="394 1240 639 1462">Final Payment</td><td data-bbox="639 1240 1251 1462">up to 5% of the contract sum for Package B (time based) upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.</td></tr> </table>	Advance Payment	15% of the contract sum for Package B (time based) as Advance Payment at commencement of the time based services for Package B approx. after month twelve (12) with start of the construction period against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.	Interim Payments	up to 95% of the contract sum for Package B (time based) as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services.  From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.	Final Payment	up to 5% of the contract sum for Package B (time based) upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.
Advance Payment	15% of the contract sum for Package B (time based) as Advance Payment at commencement of the time based services for Package B approx. after month twelve (12) with start of the construction period against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.						
Interim Payments	up to 95% of the contract sum for Package B (time based) as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services.  From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.						
Final Payment	up to 5% of the contract sum for Package B (time based) upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.						
	<p>The following remuneration model/payment conditions shall apply for <b>Optional services</b> <b>Package A (lump sum)</b></p> <p>The services of Contract Package A will be remunerated on a lump sum basis. The following remuneration model/payment conditions shall apply: (Item 1–7, Form FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN)</p> <table border="1"> <tr> <td data-bbox="394 1738 639 1942">Advance Payment</td><td data-bbox="639 1738 1251 1942">20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.</td></tr> </table>	Advance Payment	20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.				
Advance Payment	20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.						

Interim Payment 1	35% of the contract sum for Package A (fixed fee) three (3) months after start of the services and upon submission and approval of the Preliminary Design Report
Interim Payment 2	30% of the contract sum for Package A (fixed fee) six (6) months after start of the services and upon submission and approval of the relevant reports in accordance with the time schedule <ul style="list-style-type: none"> <li>- detailed design</li> <li>- pre-qualification evaluation report</li> <li>- ESIA report</li> <li>- Tender documents</li> </ul>
Interim Payment 3	10% of the contract sum for Package A (fixed fee) fifteen (9) months after start of the services <ul style="list-style-type: none"> <li>-upon acceptance of construction contracts for water supply sanitation measures</li> </ul>
Final Payment	5% of the contract sum for Package A (fixed fee) completion of lump sum part of services for Component 1 and 3

**Other Cost (optional services)**  
(item 8-9, Form FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN)  
Remuneration of these items shall be at actual cost against proof of evidence submission with interims or final payment.

	<p>The following remuneration model/payment conditions shall apply for</p> <p><b>Optional services</b></p> <p><b>Package B (time based)</b></p> <p>The optional services of Contract Package B will be remunerated on a time based basis.</p> <p>The following remuneration mode/payment conditions shall apply:</p> <p><b>Regular services</b></p> <p>(Item 1–7, Form FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN)</p> <table border="1" data-bbox="394 638 1251 1473"> <tr> <td data-bbox="394 638 639 891">Advance Payment</td><td data-bbox="639 638 1251 891">                     15% of the contract sum for Package B (fixed fee)                      as Advance Payment at commencement of the optional time based services for Package B with start of the construction period.                      against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.                 </td></tr> <tr> <td data-bbox="394 891 639 1249">Interim Payments</td><td data-bbox="639 891 1251 1249">                     up to 95% of the contract sum for Package B optional services (fixed fee)                      as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services.                      From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.                 </td></tr> <tr> <td data-bbox="394 1249 639 1473">Final Payment</td><td data-bbox="639 1249 1251 1473">                     up to 5% of the contract sum for Package B optional services (fixed fee)                      upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.                 </td></tr> </table>	Advance Payment	15% of the contract sum for Package B (fixed fee) as Advance Payment at commencement of the optional time based services for Package B with start of the construction period. against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.	Interim Payments	up to 95% of the contract sum for Package B optional services (fixed fee) as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services. From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.	Final Payment	up to 5% of the contract sum for Package B optional services (fixed fee) upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.
Advance Payment	15% of the contract sum for Package B (fixed fee) as Advance Payment at commencement of the optional time based services for Package B with start of the construction period. against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.						
Interim Payments	up to 95% of the contract sum for Package B optional services (fixed fee) as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services. From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.						
Final Payment	up to 5% of the contract sum for Package B optional services (fixed fee) upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.						
16.7.4	Not applicable						
<b>C. Submission, Opening and Evaluation</b>							
17.1	<p>The Employer will only accept Proposals submitted via the electronic procurement system exfitender, operated by exficon GmbH. The Employer will not accept Proposals submitted by other electronic or physical means.</p> <p>However, a printed copy of the technical proposal shall be submitted to the address of the Employer however not before the submission deadline. Nevertheless, only the documents submitted via exfitender will be used for evaluation.</p>						
17.5	Not applicable						
17.6	Not applicable						

17.7	Not applicable
17.8	Not applicable
17.9	Not applicable
17.10	<p>The deadline for the submission of Proposals shall be:</p> <p><b>Thursday, 19<sup>th</sup> of February, 2026 (14:00 UTC)</b></p> <p>The Proposal shall be considered submitted when the Proposal files are uploaded on the electronic procurement system exfitender, in accordance with ITC 17.1. Exfitender is accessible through the website <a href="https://www.exfitender.de">https://www.exfitender.de</a>. To submit a Proposal, the Consultant shall log into exfitender using their existing user profile. After logging in, the Consultant may submit or withdraw a Proposal as follows:</p> <ol style="list-style-type: none"> <li>1) Access the tendering process page using the menu item “My Tenders”.</li> <li>2) Upload the Technical Proposal file(s) by clicking the respective button “Open file upload dialog” in the “Files” tab.</li> <li>3) Upload the Financial Proposal file(s) by clicking the respective button “Open file upload dialog” in the “Files” tab.</li> <li>4) Delete the Proposal files by clicking the respective Wastebin buttons in the “Files” tab.</li> <li>5) Cancel the participation in the tendering process by clicking the link “Withdraw from Tender Phase” in the “Overview” tab.</li> </ol> <p>The Consultants may upload or delete Proposal files or cancel the participation from the tendering process only before the deadline for the submission of Proposals. For additional information concerning the use of Exfitender, please contact Exficon using the contact details provided on the website.</p> <p>Consultants are requested to submit in addition to the electronic submission a copy of the Technical Proposal to the address of the PEA. The deadline for electronic submission is decisive.</p>
17.11	Not applicable
19.1	<p>The e-procurement system will only grant access to the folder with the technical offers for the person(s) authorized to download the documents.</p> <p>The authorized person(s) will be the PEA, the Tender Agent and possibly KfW.</p> <p>Only after submission of the non-objection / formal approval to open the financial offers, exficon will grant access to the financial offers for the authorized person(s) for download.</p>
19.2	The Evaluation Commission of the Employer conducts the selection procedure assisted by the Tender Agent.
19.3	The Employer shall not access the Financial Proposals until they are opened in accordance with ITC 22.
19.4	At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business

	addresses of all members as stated in TECH-1; (ii) the presence or absence of the Declaration of Undertaking (TECH-2); (iii) any other information deemed appropriate or as indicated in the Data Sheet.			
<b>20.3</b>	Optional services will be included in the technical and financial evaluation.			
<b>21.1</b>	The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.			
	<b>1.</b>	<b>Concept and methodology</b>		<b>40,0</b>
	1.1	Clarity and completeness of the tender	2,0	
	1.2	Critical analysis of the project objectives and the TOR	8,0	
	1.3	Proposed concepts and methods	30,0	
	1	Project-specific concept, approach and methodology		
	1a	Component 1: Water supply measures	6,0	
	1b	Component 2: Water resources management measures	6,0	
	1c	Component 3: Sanitation and solid waste measures	4,0	
	1d	Component 4: Non-technical measures	4,0	
	2	Workplan - logic sequencing and interrelations	3,0	
	3	Staffing schedule - tasks adequately weighted (input, time)	3,0	
	4	ESIA/ ESHS/ OHS concept proposed	4,0	
	<b>2.</b>	<b>Qualifications of proposed staff</b>		<b>60,0</b>
	2.1	Team Leader	20,0	
	1	Team Leader (international)	8,0	
	2	Chief Resident Engineer (international)	8,0	
	3	Deputy Team Leader/ Deputy Resident Engineer	4,0	
	2.2	Other key staff to be employed on the project	10,0	
	1	Water resources management expert (international)	5,0	
	2	Institutional/tariff expert (international)	5,0	
	2.3	Experts pool	27,0	
	1	Civil engineering expert (international)	3,0	
	2	Civil engineering expert (national)	2,0	
	3	Hydrogeological/groundwater modelling expert (national)	2,0	
	4	Electro-/mechanical engineer	2,0	
	5	Institutional expert (national)	2,0	
	6	Procurement/ FIDIC expert (international)	2,0	
	7	Public awareness campaign expert (national)	2,0	
	8	Construction supervision expert 1	1,5	
	9	Construction supervision expert 2	1,5	
	10	E&S expert (international)	3,0	
	11	E&S expert (national)	1,5	
	12	ESHS/OHS expert (international)	3,0	
	13	ESHS/OHS expert (national)	1,5	
	2.4	Personnel in the home office who will monitor and control the team, and provide back-up services	3,0	
		<b>Total (maximum)</b>		<b>100,0</b>
	Proposals which <u>do not score at least 50 %</u> of the points under: 1.3.4 (ESHS) and under bullet-points 2.3.11, 2.3.12, 2.3.13, 2.3.14 (ESIA expert international, national and ESIA/ESHS/OHS experience) <u>will be rejected</u> .			

<b>23.1</b>	The Financial Proposals shall be assessed using the total price (including provisional sum) after correcting any arithmetical errors.
<b>25.1</b>	Not applicable
<b>26.1</b>	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows:  <math>W_T = 80 \%</math>, and  <math>W_F = 20 \%</math></p> <p>The weighted technical score is calculated as follows:  <math>PT = WT * T</math>, with  <math>PT</math> = weighted technical score (points) of a technical Proposal,  <math>T</math> = technical score (points) as per technical evaluation,  <math>WT</math> = weight of the technical Proposal (in percent)</p> <p>The weighted financial score is calculated as follows  <math>PF = WF * Co/C</math>, with  <math>PF</math> = financial score (points) of a financial Proposal,  <math>C</math> = evaluated price of the financial Proposal,  <math>Co</math> = lowest evaluated price of all financial Proposals.  <math>WF</math> = weight of the financial Proposal (in percent)</p> <p>and the overall score is calculated as:  <math>P = PF + PT</math>.</p>
	<b>D. Negotiations and Award</b>
<b>31.1.</b>	Not applicable
<b>31.3.</b>	The Consultant is expected to mobilise his team for commencement of the Services within one month after signing of the contract.

## Section III. Technical Proposal – Standard Forms

### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
TECH-2	Declaration of Undertaking	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	
E/QUAL	Continued Eligibility and Qualification	

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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[Location, Date]

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To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

*[If the Consultant is a joint venture, insert the following: "We are submitting our Proposal in a joint venture between: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "the relevant information of the existing JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture."*

or

*If the Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]"*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 27.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 31.3.

We understand that the Employer is not bound to accept any Proposal that the Employer receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

## FORM TECH-2

### Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")<sup>2</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>3</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity*

<sup>2</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>3</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

*(Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity; 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or*

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being

awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>4</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>5</sup>: \_\_\_\_\_

Signature:

Dated:

## Appendix 1

### Declaration of tax conformity – binding confirmation for legal persons

<sup>4</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>5</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

**Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the consultant)

.....

(Signature(s))

**Appendix 1**

**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

(Date)

.....

(Name of the person)

.....

(Signature)

## **FORM TECH-3**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

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*[Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]*

#### **A - On the Terms of Reference**

*[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]*

#### **B - On Counterpart Staff and Facilities**

*[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]*

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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*[Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. Suggested structure of the Technical Proposal:*

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics]*

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*
- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*
- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*
- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

### FORM TECH-5 (INDICATIVE FORMAT)

#### WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks <sup>1</sup> (T-..)	Months <sup>2 3</sup>											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>T-1</b>	<i>[e.g., Task #1: Report A</i>												
	<i>1) data collection</i>												
	<i>2) drafting</i>												
	<i>3) inception report</i>												
	<i>4) incorporating comments</i>												
	<i>5) .....</i>												
	<i>6) delivery of final report to Employer]</i>												
<b>T-2</b>	<i>[e.g., Task #2:.....]</i>												
<b>n</b>													

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

**FORM TECH-6 (INDICATIVE FORMAT)**  
**PERSONNEL SCHEDULE (BAR CHART)**

N°	Name	Position		Months <sup>1 2</sup>												Total time-input <sup>3</sup> (in person-months)		
				1	2	3	4	5	6	7	8	9	.....	n	Internat' I	National	Total	
<b>KEY EXPERTS</b>																		
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home Field															
K-2																		
K-3																		
n																		
<b>Subtotal:</b>																		
<b>OTHER EXPERTS</b>																		
E-1			[Home] [Field]															
E-2																		
n																		
<b>Subtotal:</b>																		
<b>Total:</b>																		

- 1 Months are counted from the start of the assignment/mobilization.
- 2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.
- 3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input



**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	<i>[e.g., K-1, TEAM LEADER]</i>
<b>Name of Expert:</b>	<i>[Insert full name]</i>
<b>Date of Birth:</b>	<i>[day/month/year]</i>
<b>Country of Citizenship/Residence</b>	

**Education:** *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

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**Employment record relevant to the assignment:** *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):**

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]</i>	

**FORM E/QUAL**  
**CONTINUED ELIGIBILITY AND QUALIFICATION**

<b>Name of Consultant</b>
<b>Name of the JV Member (if applicable)</b>

*[Insert one of the two options, as applicable:*

"We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification."

*or,*

"We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):"

*[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]*

- ☐ Declaration on Conflict of Interest and of Submitting a Proposal
- ☐ Declaration of Association
- ☐ Financial Capacity Statement
- ☐ Project Experience
- ☐ List of Available Personnel and Human Resource Capacity

## **Section IV. Financial Proposal - Standard Forms**

*[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II.]*

FIN-1      Financial Proposal - Submission Form

FIN-2      Financial Proposal - Cost Breakdown

**FORM FIN-1**  
**FINANCIAL PROPOSAL - SUBMISSION FORM**

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "excluding" as standard or "including"] of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."]

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

## FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

*[The cost breakdown forms hereafter contain provisions for services under lump sum and time based assignment. In case the assignment includes only one form of assignment the forms for the other assignment form should be deleted.]*

### **Model for Financial Proposal – Overall Cost Breakdown**

#### Basic Services

	Sum in EUR
<b>Total Package A - Lump sum services w/o options</b>	
<b>Total Package B – Time based services w/o options</b>	
<b><i>[If relevant insert: “Total Other Cost”]</i></b>	
<b>Grand total</b>	

#### Optional Services, Alternative Proposal

*[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]*

#### Duties and Taxes

*[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of taxes and duties applicable for the services.]*

<b>Taxes and duties</b>	
<b>Basic Services</b>	
<b>Optional Services</b>	

## Summary Overview

### **Package A - Lump Sum Services** (as per **Data Sheet** clause 16.1.and TOR)

*[The summary overview to be presented by the Consultant may be adjusted and shall follow the structure as requested in the detailed cost calculation sheet on the following page.]*

<b>SUMMARY - Fees, transport and logistics</b>	<b>Amount in EUR</b>
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
<i>If 8./9. Equipment / Miscellaneous items are part of the lump sum service price add relevant column(s)</i>	
<b>Total Package A – Lump Sum Services</b>	

### **Package B – Time Based Services** (as per **Data Sheet** clause 16.1.and TOR)

<b>SUMMARY - Fees, transport and logistics</b>	<b>Amount in EUR</b>
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
<b>Total Package B – Time Based Services</b>	

*[If other cost are to be offered and remunerated separately insert table below:*

### **Other Cost** (as per **Data Sheet** clause 16.1.and TOR)

<b>SUMMARY</b>	<b>Amount in EUR</b>
Sub-Total – 8. Equipment Cost	
Sub-Total – 9. Miscellaneous Cost	
<b>Total Other Cost</b>	

**Cost Calculation and Invoicing in [EUR preferably]  
Package A – Lump Sum Services**

*[The table below may be adjusted as appropriate by adding cost items to be included in lump sum services and / or ...]*  
The Financial Proposal shall contain a cost calculation as indicated below for information only, whereas remuneration shall be based on the actual costs incurred.

<b>Detailed Cost Calculation – Fees, Transport, Logistics</b> (for information only not basis for payment)			
<b>1. Foreign Staff Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>
1.1 Team Leader	month	...	
1.2 NN	month	...	
1.3 ...	month	...	
<b>Sub-total Foreign staff</b>			
<b>2. Local Staff Cost</b> (incl. allowances and accommodation, see explanation)			
2.1 NN	month	...	
2.2 ...	month	...	
<b>Sub-total Local staff</b>			
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>			
3.1 Allowance, accommodation - Long-term staff	month	...	
3.2 Allowance, accommodation - Short-term staff	month	...	
<b>Sub-total Allowance and accommodation</b>			
<b>4. International Travel</b>			
4.1 International return flights	flight	...	
4.2 Complementary travel costs	flight	...	
4.3 .... other international flights	flight	...	
<b>Sub-Total International flights</b>			
<b>5. Local Travel &amp; Transport Cost</b>			
5.1 Vehicle lease/rent or use of own vehicles	month	...	
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...	
5.3 Other local transport (short-term, peak)	day	...	
5.4 Local flights	flight	...	
<b>Sub-total Local transport</b>			
<b>6. Project Office</b>			
6.1 Office rent	month	...	
6.2 Office operation	month	...	
<b>Sub-total Project office</b>			
<b>7. Reports and Documents</b>			
7.1 ... (Type of reports/documents to be stated)	/doc	...	
7.2 ...	...	...	
<b>Sub-total Reports and documents</b>			
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>			
<b>Total Package A – Lump Sum Services</b>			

The Financial Proposal shall contain a cost calculation as indicated below. Remuneration will be at actual quantities delivered/consumed on the basis of fixed lump sum unit rates and invoices should be made up according to the model below in case of contract award.

[illegible]

## Cost Calculation and Invoicing in [EUR preferably] Other Cost

*[For items which are not included in the lump sum price of package A and / or listed under Package B the table below, adjusted as per requirement shall be used to avoid ambiguities and distortion of the financial evaluation.]*

The Financial Proposal shall contain Other Cost items as per table below, considering the calculation mode preselected by the Employer below. The total amount for Other Cost will be taken into account for the financial evaluation:

Mode 1: Consultant to offer fixed lump sum unit rate according to the provisional quantities indicated by the Employer

Mode 2: Consultant to include in its offer the provisional amount indicated by the Employer in the table below (no quantities provided/offered)

Mode 3: Consultant to offer fixed lump sum for the whole of the respective item (no quantities provided by Employer)

*[Mode 1 is appropriate for items for which the Employer can determine the quantity in advance and the Consultant can offer a fixed lump sum unit rate without occurring a major price risk, i.e. office equipment. Mode 2 is appropriate for items which are most likely required but can only be specified in more detail at a later stage (before signing or during execution of the contract), i.e. soil surveys, armoured vehicles, specialised equipment, workshops etc. and for contingencies. Mode 3 is appropriate for items depending in number and content on the organization of services by the Consultant, i.e. town maps]*

<b>Detailed Cost Calculation – Other Cost</b> <i>[For each item below indicate the calculation mode (1, 2 or 3) to be used by the Consultant and fill in the relevant data, i.e. quantity if mode 1 is selected, provisional amount for mode 2 or leave all fields empty if mode 3 is selected]</i>					The total amount in the respective mode is as follows: 1: Qty X Lump sum unit rate 2: Employer’s provisional amount 3: Consultant’s item lump sum price
<b>8. Equipment Cost</b>	<b>Calculation mode</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>	<b>Total amount</b>
8.1 Office equipment					
8.2 Project vehicles					
8.2 Other. equip. to be handed over/consumed					
<b>Sub-total Equipment Cost</b>					
<b>9. Miscellaneous Cost</b>					
9.1 Other miscellaneous items/services					
9.2 Security measures					
9.3 Contingencies		n.a.	n.a.	n.a.	
<b>Sub-total Miscellaneous Cost</b>					
<b>Total Other Cost</b>					

Information as to invoicing and payment (to be agreed upon in full detail during contract negotiation):

Mode 1: Invoicing and payment according to actual quantities used/consumed based on fixed lump sum rate

Mode 2: Remuneration at actual cost against proof of expenditure

Mode 3: Invoicing and payment of the lump sum item price (irrespective of quantities)

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## **Explanation regarding the information contained in the Financial Proposal Form FIN 2**

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### **Fees, Transport and Logistics**

#### Item 1 & 2 - Staff Cost

These items shall include international and local/regional staff monthly rate at headquarter, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit. In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Employer's country unless the assignment foresees extensive travel in the Employer's country. In such case the Consultant shall offer it separately.

Absence for vacation of staff as applicable in the Consultant's headquarter for foreign staff and in the Employer's country for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Unless otherwise specified in this RFP backstopping services from the headquarter are deemed to be included in the overhead cost.

#### Item 3 - Allowance and accommodation

This item shall include for all foreign long term and short term staff as the case may be hotel fee, rent, furniture and running cost for flats/houses and, if necessary, also for local staff.

#### Item 4 - International Travel Cost

This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) per return trip.
- air fares for inspection flights (including cost elements as above), if any

#### Item 5 – Local Travel & Transport Cost

This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item 8) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

#### Item 6 - Cost for the Local Project Office

This item shall include office rent, office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

#### Item 7 - Production of Reports

This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

**Other Cost**

Item 8 – Equipment Cost

Unless otherwise specified all equipment purchased under this item shall be handed over to the Employer upon completion of the services taking into account normal wear and tear under the operational conditions of the project. The following examples may fall under equipment cost

- Office equipment
- Project vehicles
- Measuring and test equipment

Item 9 - Miscellaneous Cost

This item shall include all expenses and cost items not covered by the above categories but are considered required for the assignment. The following examples may fall under miscellaneous cost:

- cost for security measures
- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g. for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost
- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties
- contingency funds or other provisional sums for services or expenses deemed necessary.

## **Section V. Eligibility Criteria**

### **Eligibility in KfW-Financed Procurement**

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 2.2 have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
  - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## **Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility**

### **1. Sanctionable Practice**

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract , and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
<b>Obstructive Practice</b>	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
<b>Sanctionable Practice</b>	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

## **2. Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation<sup>6</sup> (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

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## **PART 2 – TERMS OF REFERENCE**

# **German Financial Cooperation with the United Republic of Tanzania**

## **Zanzibar Water Security Project**

### **Tender for Consulting Services for Project Implementation**

**Ministry of Water, Energy and Minerals  
(MoWEM)**

**December 2025**

**BMZ No.: 2022 67 102**

**KfW Procurement No.: 512037**

## **Zanzibar Water Security Project**

### **Consulting Services for Project Implementation**

## **Section VII. Terms of Reference**

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## List of Abbreviations

<b>BMZ</b>	Bundesministerium für Wirtschaftliche Zusammenarbeit und Entwicklung
<b>BoQ</b>	Bill of Quantities
<b>CV</b>	Curriculum Vitae
<b>DNP</b>	Defects Notification Period
<b>EHS</b>	Environment, Health and Safety
<b>EIA</b>	Environmental Impact Assessment
<b>ESCP</b>	Environmental and Social Commitment Plan
<b>ESHS</b>	Environment, Social (incl. issues of sexual exploitation and abuse and gender-based violence), Health and Safety (incl. of security for personnel)
<b>ESIA</b>	Environmental and Social Impact Assessment
<b>ESMF</b>	Environmental and Social Management Framework
<b>ESMP</b>	Environmental and Social Management Plan
<b>ESS</b>	Environmental and Social Standards
<b>EU</b>	European Union
<b>EUR</b>	Euro
<b>GTAI</b>	Germany Trade and Investment GmbH (“GTAI”), the economic development agency of the Federal Republic of Germany which publishes diverse project and procurement related information on its website ( <a href="http://www.gtai.de">www.gtai.de</a> )
<b>FAT</b>	Factory Acceptance Test
<b>FC</b>	Financial Cooperation (of Germany)
<b>FS</b>	Feasibility Study
<b>GBV</b>	Gender-based Violence
<b>GIZ</b>	Gesellschaft für Internationale Zusammenarbeit
<b>HSE</b>	Health Safety Environment
<b>IC</b>	Implementation Consultant
<b>ILO</b>	International Labour Organization
<b>KfW</b>	German Development Bank
<b>LACP</b>	Land Acquisition Plan
<b>LRP</b>	Livelihood Restoration Plan
<b>MoU</b>	Memorandum of Understanding
<b>MoWEM</b>	Ministry of Water, Energy and Minerals
<b>NTS</b>	Non-technical Summary
<b>OD</b>	Open defecation
<b>OHS</b>	Occupational Health and Safety
<b>O&amp;M</b>	Operation and Maintenance
<b>PA-EMSP</b>	[Project Area] Environmental and Social Management Plan
<b>PoA</b>	Power of Attorney
<b>PQ</b>	Prequalification

<b>PR</b>	Public Relations
<b>RGoZ</b>	Revolutionary Government of Zanzibar
<b>TA</b>	Tender Agent
<b>RAP</b>	Resettlement Action Plan
<b>SAT</b>	Site Acceptance Test
<b>SEA</b>	Sexual Exploitation and Abuse
<b>SEP</b>	Stakeholder Engagement Plan
<b>SoE</b>	Statement of Expenditures
<b>TOC</b>	Taking Over Certificate
<b>ToR</b>	Terms of Reference
<b>VAT</b>	Value Added Tax
<b>ZURA</b>	Zanzibar Utilities Regulatory Authority

## List of Definitions

Besides the definitions as listed in the General Conditions of the relevant FIDIC Conditions of Contract additionally the definitions below are applicable. Capitalised terms used in the Guidelines have the meaning ascribed to them in this Section.

<b>Appendix</b>	Appendix to these Terms of References.
<b>Applicant</b>	Person who submitted an Application in a Pre-Qualification Phase of a Tender Process.
<b>Application</b>	Set of documents submitted by an Applicant in order to prove eligibility and qualification to perform the Contract.
<b>Award of Contract</b>	Legally binding signing of the Contract by MoWEM and the Contractor or submission of a letter of formal acceptance of an Offer by MoWEM, whichever is first.
<b>Bid</b>	Set of documents submitted by a Bidder in order to participate in a Tender Process for procurement of Non-Consulting Services, Works, Goods and Plant.
<b>Bidder</b>	Person who submitted an Offer in a Tender Process.
<b>Consulting Services</b>	Services of an advisory/professional nature, including in particular the provision of expert/strategic advice, management services, coaching, policy development, implementation and communication services as well as advisory and project-related services, e.g. feasibility studies, project management, engineering services, supervision of construction, finance and accounting services, as well as training and organisational development.
<b>Funding Agreement</b>	Agreement between (a) KfW and a borrower (in the case of a loan) or (b) KfW and a recipient (in the case of a grant), setting out the terms and conditions pursuant to which funding is made available by KfW.
<b>Guidelines</b>	KfW's Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non Consulting Services in Financial Cooperation with Partner Countries.
<b>Invitation to Bid ("ITB")</b>	Set of documents inviting prequalified Applicants, interested or preselected Persons, as the case may be, to submit a Bid.
<b>Joint Venture ("JV")</b>	Joint Venture (JV) means an association with or without a legal personality distinct from that of its members, of more than one Person where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to MoWEM for the performance of the Contract.

<b>Key Expert</b>	A single individual professional whose skills, qualifications and expertise are critical to the performance of the Contract and whose CV is taken into account during the evaluation.
<b>KfW Competence Centre for Environmental and Social Sustainability (KCUS)</b>	It provides services in the field of environmental and social sustainability for KfW. This includes inter alia the appraisal, implementation and monitoring of environmental and social sustainability in KfW Projects.
<b>KfW Competence Centre for Climate and Energy</b>	It provides the services in the field of climate and energy for KfW.
<b>Mandate</b>	KfW may be given a Mandate to carry out project funding with financial means of a mandator (e.g. European Union) based on a mandate agreement.
<b>Non-Consulting Services</b>	Services which are not Consulting Services. Non-Consulting Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied, e.g. topographical and geotechnical surveys, soil investigations, aerial surveys and remote sensing, drilling, aerial photography, satellite imagery, mapping and similar operations, transport and distribution of Goods.
<b>Offer</b>	General term for Proposals and Bids.
<b>Partner Country</b>	Country of the Recipient, in which the KfW financed Project/ Programme is implemented.
<b>Person</b>	Any natural or legal person or an association of two or more of the foregoing.
<b>Prequalification</b>	First stage of a Two-Stage Selection to identify a number of eligible and qualified Applicants, who will then be invited to submit an Offer.
<b>Procurement Plan</b>	Document defined in Article 1.6.2 and set up by the Recipient listing all Tender Processes for Contracts financed by KfW including key procurement related information.
<b>Project Implementation Unit (PIU)</b>	Recipient's team in charge of implementing a Project, consisting of sector specific experts and commercial expert.
<b>Proposal</b>	Set of documents submitted by Bidders in order to participate in a Tender Process for procurement of Consulting Services.
<b>Public Procurement Regulation</b>	Law or legal regulation established by the state of the MoWEM for the public procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services in the Partner Country.

<b>Punch List</b>	List of Deficiencies
<b>Request for Application (“RfA”)</b>	Set of documents inviting potential Applicants to submit their evidence of qualification to perform the Contract.
<b>Request for Proposal (“RfP”)</b>	Set of documents inviting prequalified Applicants, interested or preselected Persons, as the case may be, to submit a Proposal.
<b>Single-Stage Selection</b>	Tender Process in which Persons submit their evidence of qualification together with their technical and financial Offer.
<b>Tender Document(s)</b>	RfA, ITB and RfP, including Draft Contract as well as any clarification or amendment thereof during the Tender Process.
<b>Tender Procedure</b>	Type of procedure (e.g. ICB, NCB, LCB Direct Award) undertaken to approach Persons for the procurement of Consulting Services, Works, Goods, Plant, or Non-Consulting Services.
<b>Tender Process</b>	Process carried out to procure Consulting Services, Works, Goods, Plant or Non-Consulting Services, starting with the publication of a tender notice/invitation to submit an Offer, as the case may be, and ending with Award of Contract or cancelation of a Tender Process.
<b>Terms of Reference (“ToR”)</b>	Description of the objectives, Scope of Work, activities, and tasks to be performed, respective responsibilities of the Recipient and the Contractor, and expected results and deliverables of a Consulting Services Contract.
<b>Two-Stage Selection</b>	Tender Process which is divided into two consecutive stages with an upstream Prequalification.

# **1 PROJECT INFORMATION**

## **1.1 Introduction**

The project shall be financed through a grant fund provided by the German Ministry for Economic Cooperation (BMZ) via KfW, amounting up to EUR 25.0 million and possibly through optional additional funds provided by the Danish Development Cooperation, through EU, amounting up to EUR 15.0 million.

The prerequisites for disbursements for this assignment are not yet finalised. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.

## **1.2 Background**

All the services of the Consultant described in the following shall be performed in close coordination and cooperation with the Recipient. It has been attempted to outline the Consultant's tasks during execution of his services as precisely as possible. However, the Consultant shall bear in mind that the list of tasks and activities can by no means be considered as a complete and exhaustive description of the Consultant's duties. It is rather the Consultant's responsibility, in cooperation with and with the approval of the Recipient, to verify critically the scope of services indicated, the regulatory framework conditions and adapt his concept accordingly wherever he deems necessary according to his own professional judgement and the knowledge he will acquire during preparation of his proposal. In case the Consultant considers indispensably necessary to amend the scope of his services he shall offer these services in his technical and financial proposal; further additional services may be offered as optional. The Consultant additionally has the role of the FIDIC-Engineer according to the "Pink Book Conditions of Contract for Construction – MDB Harmonised Edition" for the corresponding services.

During the Consultant's assignment other consultants and advisors may provide services to him for this Project. It is the duty of the Consultant to coordinate his activities with the operation of others relevant to the Project. It is to be ensured that the proposed standards, system, methods, etc. are compatible as much as possible and to avoid duplication of effort.

In the context of this document, the term Project Area covers the totality of areas where Project related activities take place (i.e., the execution of permanent Works) and areas which are influenced by Project related activities including surroundings, i.e., including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas.

## **1.3 Project Executing Agency**

The Ministry of Water, Energy and Minerals (MoWEM) is responsible for project implementation. MoWEM operates within the institutional framework of the Zanzibar government and has the jurisdiction of managing water resources and providing clean, reliable and good quality water supply to all citizens in Zanzibar. MoWEM's operations are guided by the legal framework and policies established by the government. That government body has the overall responsibility for water issues in Zanzibar and acts as a custodian of the water sector. MoWEM implements policies and strategies, aligning its initiatives with the ministry's

objectives and priorities. MoWEM takes also responsibility in regards of water resource planning and environmental sustainability.

Zanzibar Utilities Regulatory Authority (ZURA) oversees the technical and economic regulation of Zanzibar's electricity, petroleum and water sectors, thus, providing regulatory oversight and guidance to ensure compliance with national policies and standards.

ZURA has the authority to approve amendments of the tariffs, but MoWEM, as the sector's owner, must be consulted and provide consent. Therefore, any changes to tariffs are inherently a political endeavour.

#### **1.4 Objectives of the Project**

The Project concerns the improvement of the living conditions of the people of Zanzibar and the strengthening of their resilience to climate change by providing sustainable and climate adapted water supply and groundwater protection measures as well as water resources management. The purpose of the Project is the sustainable improvement of water resource management and drinking water supply in the project area. The criteria for reaching these objectives, the Project results and the required Project activities as well as the assumptions underlying the Project purpose and the Project results are contained in Annex 2 (Results Matrix).

#### **1.5 Project Area and Conditions of Water Supply**

Zanzibar consists of two main islands, Unguja Island and the smaller Pemba Island, which is the primary focus of the Project, as well as a few sparsely populated neighbouring islands. According to the last census in 2022, the population of Zanzibar was approx. 1.9 million, almost 30% of whom lived on the island of Pemba. A large part of the socio-economic development and the implementation of development projects has taken place on Unguja in recent years, which is why Pemba is less developed economically.

Zanzibar is particularly vulnerable to extreme weather events, which are becoming more frequent and severe due to climate change. The majority of the population lives below an average of five meters above sea level. Models predict an increase of the sea water level in the future, which would lead to an expansion of the flood zones and endanger the economically important direct coastal regions.

The drinking water supply for the population of Zanzibar is insufficient. Only about 54% of the population's needs are covered. This deficit is caused by inadequate infrastructure for drinking water production, storage, as well as distribution. The water, which is obtained mainly from drilled wells, is pumped directly into the supply networks, so that short-term interruptions in pumping, e.g. due to power failures, directly lead to a breakdown in the water supply. Furthermore, water supply networks are in poor conditions, result in non-revenue rates of up to 60%.

#### **1.6 Project Measures**

Based on the findings of a Feasibility Study the following project activities shall be implemented and financed under the FC funding:

- Water supply measures on Pemba island (improvement of water production, transport/transmission, treatment (if necessary), storage, and distribution systems, household connections, water metering)
- Water resources management measures – for both Unguja and Pemba islands (groundwater monitoring and groundwater modelling)
- Sanitation - geared at protecting water resources in project areas on Pemba island
- Non-technical aspects (institutional strengthening, water tariff review)

Accordingly, the measures of the Project and the concerning services of the Consultant are subdivided into four components and structured as follows:

Component 1:	Water supply measures
Component 2:	Water resources management measures
Component 3:	Sanitation and solid waste measures
Component 4:	Non-technical measures

#### **1.6.1 Component 1: Water supply measures**

During the initial phase of the feasibility study all potential water supply schemes on Pemba island were investigated. Besides finding consensus of the overall approach finally four schemes were prioritized for project implementation, namely Ole, Kengeja, Madenjani and Pandani. These schemes were then selected to be considered for preliminary design in the final report of the feasibility study.

**These schemes financed under FC funding are referred to in the following as “main schemes” and the concerning consulting services as “main services” or “regular services”.**

Each system should include one large storage tank, or if reasonably applicable two tanks with a combined usage of ground and elevated tank. The major outcomes for the improvement of the prioritized water supply schemes are:

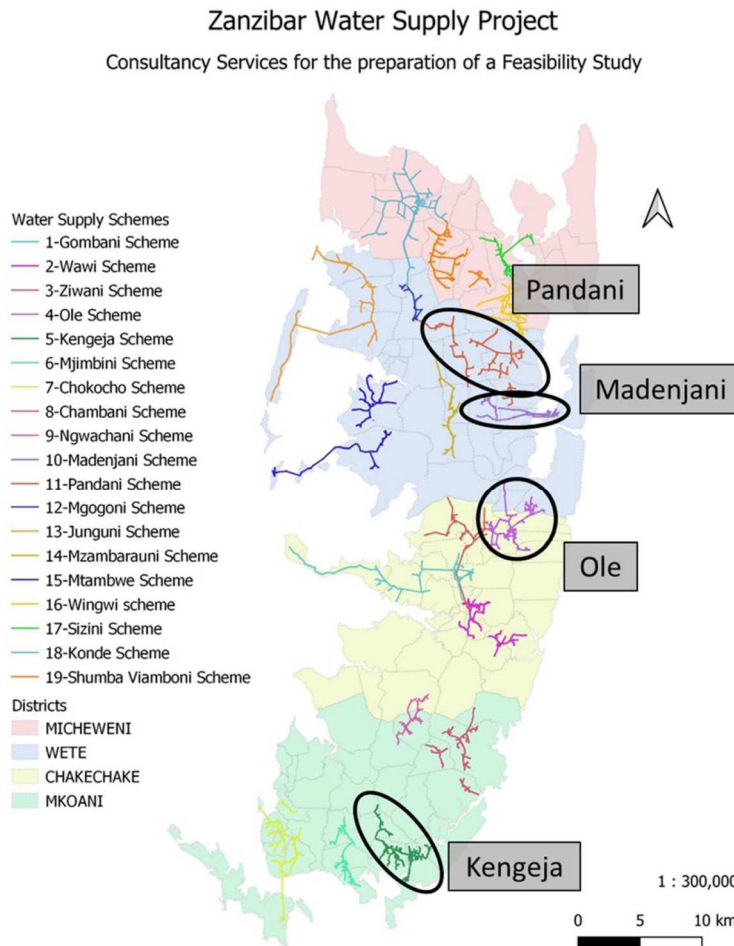
- Increase of water productivity to meet the future water demand.
- Rehabilitate existing pipe networks and replace/enhance the pipe sizes (where required) to meet the future water demand.
- Replace old/ life expired distribution pipes and asbestos cement (AC) pipes.
- Install sufficient storage volume at each scheme.
- Stop direct pumping into the network (construct new transmission mains from the boreholes to the tanks)
- Introduce water treatment measures against incrustations and bacteriological risks.
- Pilot plants for solar power

In total, 15 additional boreholes (BH) will be required to cover the future demand (7 BHs in Ole, 3 BHs in Kengeja, 3 BHs in Madenjani and 2 BHs in Pandani). However, these BH will be subjected to water demand and design requirement.

Further detailed information concerning the four prioritized schemes can be found in the Annex 2 to the Feasibility Study (including Annex 2.1: Overview of Selected Priority Schemes, Annex

2.2: Preliminary Design Calculations, Annex 2.3: Hydraulic Modelling - Distribution Networks, Annex 2.4: Project Briefs, etc.)

The location of the prioritized water supply schemes on Pemba, which will be financed under FC funding, is shown in the figure below:



Additional funds may be provided to finance the implementation of further water supply systems, namely Wawi, Wingwi and Chokocho which will be financed by the EU. The requested consulting services for these additional schemes are identical with the services for the four main schemes, but considered to be optional services.

**These additional schemes financed under separate funding are referred to in the following as “optional schemes” and the concerning consulting services as “optional services” or “additional services”.**

The development and implementation of the communication and visibility plan needs to be considered for the entire investment.

### 1.6.2 Component 2: Water resources management measures

Despite the high annual rainfall on both islands there is evidence of water balance deficit along some of the water districts. Generally, there is still potential for further development of water resources exploitation provided that specific policy and measures are taken into consideration.

Among them the monitoring of the water resources and water supply is of critical importance in order to assist further development decisions. In addition, sanitation and solid waste disposal provide plenty of ground for improvements as they are considered critical for the groundwater quality that was observed at several areas.

Due to the lack of significant data it is planned to establish a regional groundwater modelling approach for both Pemba and Unguja. The modelling approach which shall cover each island is proposed to be performed on an annual basis and it shall preferably be based on freeware software solutions. It is envisaged not only to improve the understanding of the system but also to raise the sensitivity and awareness on the importance of data collection on surface and groundwater monitoring while it will be highly beneficial for the short- and medium-term water management planning and decision taking.

The Consultant must coordinate his services closely with the ongoing GIZ activities, which are currently piloting a groundwater modelling approach.

### **1.6.3 Component 3: Sanitation and solid waste measures**

Pemba's existing technical infrastructure and organizational structures in relation to sanitation and solid waste is very basic. Faecal Sludge Management is not practiced. There is one vacuum truck which is currently not working. There is one small WWTP in the main town of Chake which is currently under rehabilitation.

The villages on Pemba island usually have some public dustbins and communal collection points for solid waste. Each district has access to one solid waste collection truck and there is one centralized official but unregulated dumpsite for each district. In the major parts of the island solid waste is not collected, hence, scattered or dumped somewhere in the vicinity.

Groundwater resources and by that the water supply system can be adversely affected by the inadequate management of sanitation and solid waste. The Project therefore includes measures to support a suitable faecal management system in order to reduce potential sources of risk for groundwater and water supply in relation to sanitation and solid waste on Pemba. These measures include and are inter alia directed to ending open defecation, avoiding percolation of faecal sludge, avoid clogging of stormwater drainage and resulting flooding due to solid waste.

The enhancement of the Chake wastewater treatment plant is considered to be a contribution of the local counterpart and not part of the project measures.

**Component 3 refers equally to the Main Services as well as to the Optional Services, as does Component 1.**

### **1.6.4 Component 4: Non-technical measures**

It is planned to implement a structured water tariff, approved by ZURA, based on the type of water users clustered into domestic, commercial, and industrial water users. The current structures are not efficient for integrated water and wastewater management. Revenues from water tariffs are insufficient to finance operating costs or replacement investments. Less than 10% of consumption points are equipped with metering devices and can therefore be used for consumption-based billing. The water is sold to households at predominantly identical monthly flat rates of TZS 4,000 (approx. EUR 1.40), regardless of actual consumption. This tariff cannot

be considered cost-covering and does not provide any incentives for economical water consumption. Adjustments are inevitable if the water supply services are to be improved and sustained in the future.

The focus of the non-technical measures to be implemented as part of the project is on improving the tariff structure, the financial and commercial performance, and the organisational capacity of the MoWEM in order to create a basis for sustainable operation of the infrastructure implemented under German and EU funding.

## **2 SCOPE OF CONSULTING SERVICES**

All project activities and developed documents shall be in compliance with applicable national standards, regulations and guidelines, with the latest version of the KfW-Sustainability Guideline, and with all applicable international standards, in particular with the Fundamental Conventions of ILO Labour Standards, World Bank Environmental and Social Standards, IFC World Bank Group General (and applicable specific) EHS-Guidelines.

### **2.1 Scope Related to Overall Project Management and Project Implementation**

The scope of services to be provided in regards of overall project management includes the following:

- Prepare kick-off/midterm workshops;
- Preparing baseline studies and filling the required information as indicated in the Project's Result Matrix;
- Organisation of monthly progress meetings and quarterly management meetings;
- Stakeholder coordination;
- Public relation and visibility activities, documents, publishing, events;
- Monitoring and evaluation of project implementation;
- Designing and implementing the Tender Process (as defined in the "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries") in compliance with (i) the Procurement Guidelines and (ii) the environmental and social standards as set out in Section 2.2;
- Supervision of construction works in line with international Environmental and Social Safeguard requirements and inspection of supplies, equipment and materials;
- Assistance during defects notification period and closure of project;
- Set-up of a groundwater monitoring and modelling system including training measures;
- Institutional non-technical services concerning performance improvement;
- Preparation of project reports (inception, financial, progress, operational plan, etc.) including a final report;
- Assistance with issuing withdrawal applications according to KfW's standards and financial management of the project, including management of disbursement requests;
- Assistance to MoWEM regarding reporting towards KfW and regarding internal reporting;

## **2.2 Scope Related to ESHS**

The Consultant shall perform the detailed tasks related to managing Environmental, Social, Health and Safety (ESHS) impacts and risks as described below according to national regulations and KfW requirements.

- to ensure that the ESHS provisions are consistent with national and KfW requirements and international good practice, and put forward to contractors, subcontractors, and to suppliers, in particular those for major supply items;
- to ensure that the measures and actions as set out in the standards and project documents to be prepared are implemented diligently, completely and in a timely manner;
- to analyse the ESHS documentation (existing ESIA revision and preparation of an ESMF and SEP) which has been prepared for the Project in the preparatory stages;
- to prepare or update all relevant E&S safeguard instruments as detailed below in the relevant sub-chapter of "Description of Tasks"; this refers especially to preparation of an overall ESIA for the whole system and individual ESIAs and national EIAs for each facility requiring such a study according to national regulations. It can be verified if combined ESIA/EIAs are possible and make sense;
- to support MoWEM in the implementation and annual revision of its Environmental and Social Commitment Plan (ESCP attached);
- to support MoWEM in obtaining all necessary permits and prepare the required documentation for submission accordingly;
- to assist MoWEM in drafting of any further E&S related documentation, e.g. but not limited to ESMP, SEP, RAP or LRP.

## **3 DESCRIPTION OF TASKS**

### **3.1 General Considerations**

The assignment covers a wide range of tasks for the Consultant. This includes on the one hand regular tasks of project implementation, but also institutional tasks. This poses a particular challenge for the structuring and organisation of services and the composition of the Consultant's team.

The bidder shall propose a detailed implementation schedule and chart, including a detailed breakdown of the inputs per task and location of international and national staff, as part of the proposal. The nature of this assignment requires that both, the international and the national experts, spend their specific time input to the highest possible extend in the project area.

For all sensitive aspects of project implementation, like e.g. verification of detailed design drawings, preparation of tender documents, tender evaluation and documentation, works supervision, the Consultant is expected to explicitly mobilize international expertise.

The activities for overall project management services and for the above-mentioned components shall include but are not limited to such as stated in the following chapters.

### **3.2 Tasks Related to Overall Project Management**

The individual tasks of the project are comprehensively interlinked. Professional overall project management that encompasses the services of all components of the assignment is therefore of utmost importance. A competent team leader is expected to have the overview of the entire project and be able to manage the consulting works accordingly, in addition to the experts for the individual tasks. As such, the overall project management relate to the Inception Phase, as well as to the tasks of the assignment as a whole.

The Consultant shall provide the following services as “Implementation Consultant” in regards of Overall Project Management:

- 1) Organization of kick-off workshop including introduction to KfW procedures (Disbursement, Procurement, etc).
- 2) Overall stakeholder Coordination, including establishment of Stakeholder Coordination Mechanisms (e.g. Steering Committee, Inter-sectoral and inter-municipal coordination), supporting MoWEM in establishing a Grievance Mechanism.
- 3) Coordination with other Consultants working in the project area in activities related to the Project.
- 4) Elaboration and follow up of the project planning (time, budget, quality control).
- 5) Support in disbursement management.
- 6) Establishment of a Monitoring and Evaluation System incl. baseline for all indicators according to results matrix.
- 7) Development of a Communication and Visibility Plan according to KfW and EU standards and implementation of those activities accordingly. Documentation about the progress of the activities of the C&V Plan shall be made in the Quarterly Progress Report.
- 8) Regular reporting to MoWEM and to KfW (Monthly and Quarterly Progress Reports) and assistance to MoWEM in order to fulfil their reporting requirements to KfW, in line with KfW Reporting Requirements.
- 9) Support to MoWEM in the preparation and implementation of the Project in compliance with KfW requirements with regard to environmental, social, health and safety topics.

### **3.3 Inception Phase**

The services of the Consultant shall start with an inception and orientation phase. During this time, the Consultant will familiarise himself with the project environment and conduct a thorough evaluation of available data, information and planning documents as well as a critical review of the Feasibility Study and other available studies (see Chapter 8), sector strategies (i.e. ESIA, ESMP, SEP), and in particular the KfW appraisal minutes in order to trace critical issues and clarify key problems. The database and the evaluation of the actual current situation compared to the ToR, the Feasibility Study and the Consultant’s proposal shall provide a reliable basis for an update of the further planning including updates of the implementation schedule, the work plan and staffing schedule based on the schedules included in the Consulting Contract.

In general, the inception phase should include a comparison between the Consultant's key assumptions for preparing the proposal and the reality of the project environment. If there are any discrepancies, the implementation plan may need to be adjusted and the adjustment presented at the inception workshop.

The services include but are not be limited to:

- 1) Review of existing documents, studies, designs, drawings and other reports relevant to the project, in particular the Feasibility Study and additional report related to the Feasibility Study.
- 2) Review and update of the demographic data with regard to population growth and economic growth in the project region and there from derived forecast of water demand as basis for further planning.
- 3) Review of the overview/ preliminary design calculations/ hydraulic modelling for the selected priority schemes of the water supply measures, which have been elaborated in the Feasibility Study.
- 4) Prepare a baseline, on basis of the Results Matrix (Annex 2), for the indicators agreed in the Separate Agreement and set up a methodology for an end-line survey that allows a comparable assessment at the end of the project (baseline vs. end-line).
- 5) List relevant key-standards and norms which are significant for carrying out the required services including all permits and approvals necessary as per the regulations in Zanzibar.
- 6) Critical review of the land ownership situation of plots required for the investments. Consider both international and national requirements and decide on the proper framework (Land Acquisition and Resettlement Framework) and plans (e.g. Livelihood Restoration Plan, Land Acquisition and Compensation Plan, Resettlement Action Plan), whatever is needed, to mitigate the risks in accordance with KfW requirements throughout the project preparation and implementation.
- 7) Review the national laws and standards impacting the design and design criteria and coordinate with national approval authority the use of international standards where these are more economical (e.g., per capita consumption, peak factors, national fire load case requirements, etc.).
- 8) Analysis of the situation and current conditions of the construction market in Zanzibar and assess what is the most probable circle of construction firms participating in the proposed tenders.
- 9) Prepare an update of the implementation schedule and a draft procurement plan for the water supply measures and other procurements.
- 10) Review the available information related to the planned groundwater monitoring and modelling system and prepare an updated overview of existing groundwater monitoring points.
- 11) Prepare a market research for appropriate equipment and software required for groundwater monitoring and modelling.
- 12) Identify and survey critical sanitation and solid waste hotspots on Pemba island, categorize them and develop preliminary standards for risk reduction.

- 13) Familiarize and critically review with the prevailing tariff structure and the recently prepared tariff study.
- 14) Prepare a rapid assessment of the needs in the organization of MoWEM in regards of institutional management, financial management, human resources management, ESHS management, general training needs and preparation of appropriate procedural improvements to management systems and workflow.
- 15) Updated general assessment of potential environmental and social risks and impacts of the Project and of MoWEMs existing ESHS and OHS systems and procedures. It includes the review and update of the relevant E&S safeguard instruments.
- 16) Develop brief visibility and communication plan (including implementation schedule) to grant visibility during the different project tasks. Infrastructure components, e.g. pumping stations and reservoirs, shall be labeled/marked after the completion of the works. Also develop and apply branding rules for the Project respecting KfW-and EU-guidelines on branding. Specific actions shall include e.g.:
  - a. Video production
  - b. Stakeholder consultation workshops
  - c. Surveys
  - d. Workshops with operators
- 17) Coordinate closely and familiarize with GIZ and EU-funded projects to increase complementarity.

The Consultant prepares a **Draft Inception Report** that summarises his findings (status quo), and related consequences for project implementation (e.g. in an updated work schedule) which will be presented it in a inception workshop. The Consultant will summarise the inception workshop results and presents the findings and concepts in the **Final Inception Report**.

Key deliverables:

- MoM Kick-off Meeting
- Inception Report (incl. E&S safeguard instruments) – Draft and Final
- Communication and visibility plan

### **3.4 Component 1 - Water supply measures**

The Implementation Consultant supporting MoWEM will be responsible for managing the Project in its role as FIDIC Engineer. The tasks in regards of design, tendering of works and goods and supervision of works and supplies are split into further four separate stages:

- |          |   |
|----------|---|
| Stage 1: | Detailed Design and Tender Documents                              |
| Stage 2: | Assistance During Tendering                                       |
| Stage 3: | Supervision of Construction Works and Supplies                    |
| Stage 4: | Services During Defect Notification Period and Closure of Project |

The services under Component 1 include the implementation of four prioritized water supply schemes, namely Ole, Kengeja, Madenjani and Pandani. These schemes will be funded under German FC.

Additional funds may be provided to finance the implementation of further water supply systems, namely Wawi, Wingwi and Chokocho. The tasks of the Consultant for the implementation of these schemes are identical to the tasks under Component 1, which are defined in the following, but included in a separate chapter and considered as optional services. Accordingly, these optional services are to be listed separately in the Consultant's offer. Implementation of these optional services depends on whether the financing is secured.

The activities for the different stages shall include but are not limited to such as stated in the following chapters.

### **3.4.1 Stage 1: Detailed Design and Tender Documents**

#### **3.4.1.1 Detailed Design**

The details of the design documents shall be worked out based on the Feasibility Study and include specific ESHS aspects, as required for qualified execution and fair Tender Process of Works and Goods. Any updated local regulation with regard to design, permitting, construction and operation of the water supply measures having entered into force after finalisation of the Feasibility Study shall be considered. The documents shall be composed of a detailed comprehensive design report, supportive annexes and all required design, layout and structural drawings presented in an appropriate scale and to an appropriate degree of detail and a cost estimate per component.

When preparing the designs, the Consultant should incorporate his knowledge of international standards, even if these cannot be implemented consistently. However, it is expected that the designs will be reviewed by international experts with regard to accessibility of the facilities, operation and safety standards, in such a way that e.g. all fittings are easily accessible for operation and that sufficient platforms and stairs are provided to allow operating personnel unhindered access to the units without having to climb on or over pipes or other plant components. In addition, the main working routes of the operating personnel should be shown in the plans.

The detailed design shall also include specific Environmental and Social Impact Assessment (ESIA) aspects. The Consultant will assess and predict the anticipated negative and positive effects of the planned project on the environment baseline, based on the Preliminary Environmental Screening and Scoping Report. Based on the initial impact assessment, the Consultant shall identify and propose adequate and suitable additional measures – based on the mitigation hierarchy – to anticipate and avoid, or where avoidance is not possible, to minimise the identified impacts. Where significant residual impacts remain after application of mitigation measures, Consultant shall propose measures to compensate / offset the identified impacts.

The detailed design documents (considering ESIA measures) shall be composed of a comprehensive design report, supportive annexes and all required design, layout and structural drawings presented in an appropriate scale (for buildings at least 1:50, etc.) and to an appropriate degree of detail as required for the permitting procedure according to national

legislation. The detailed design must, by its form and content, be in line with the valid standards and regulations in Tanzania/Zanzibar, in order to acquire necessary approvals, permits and licences based on it. This means preparing all the necessary compartments to have a complete technical documentation. The detailed design must be mandatory verified according to national law.

A cost estimate shall be elaborated for the whole scope of works and supplies and differentiated per major components.

The design shall be prepared to such an extent that it can be tendered according FIDIC – Conditions i.e., “Pink Book”. The term “Detailed Design” under this section is used accordingly simultaneously for preparation of design documents in the regarding quality for “Pink Book”.

The Detailed Design will require the approval of MoWEM and subsequent no-objection of KfW including national and local authorities.

The detailed tasks for preparation of the Detailed Design shall include:

- 1) Execution of required additional investigations (topographical, geotechnical, hydrogeological, etc.). The concerning services shall be offered as reimbursable items.
- 2) Preparation of Detailed Design of the works to be implemented for the water supply investments in the four selected priority water supply schemes, including drilling of new and rehabilitation of existing boreholes, pumping stations, transmission mains, storage tanks with treatment (if necessary) and chlorination facilities, distribution networks, etc.
- 3) Preparation of Detailed Design for solar power plants for electricity supply of boreholes, wherever appropriate, preferably as hybrid systems using both, grid connection and solar panels (without batteries) as a second power source.
- 4) Elaboration of separated water supply zones i.e., installation of district metered areas and pressure zones, if necessary.
- 5) Hydraulic calculation, modelling and dimensioning for all related works for water supply facilities including all required details and equipment.
- 6) Preparation of detailed drawings of civil works in different sections and scales (1:50 and / or 1:25) and of detailed mechanical plans for fittings and equipment as needed.
- 7) Preparation of detailed reinforcement and shuttering plans for civil works in scales (1:50 and / or 1:25) as needed.
- 8) Design of the external electricity supply network of the water infrastructure (water tower, water tank, water pumping stations, etc.).
- 9) Designing the access road to the newly designed infrastructure.
- 10) Specification of all equipment and material needed for the construction measures, machines, equipment and tools for O&M activities as well as spare parts and spare material to be procured.
- 11) Preparation of bills of quantities (BoQ), separately for each water supply scheme, clearly sub-divided into work sections, also following national standard, if required.
- 12) Elaboration and definition of appropriate lots for supplies and construction works, if applicable.

- 13) Preparation of engineering costs estimates (to be presented in a summary form) and confidential cost estimate per component based on the BoQ including a descriptive part presenting the assumptions taken and assessments made for calculating the unit rates.
- 14) Preparation of all documents to enable acquiring necessary approvals, permits and licences.
- 15) Support and facilitate to MoWEM acquiring all approvals, construction permits and licences, etc.
- 16) Elaboration of a procurement plan, including a market analysis for the tendering of works, taking into consideration local/ regional/ international construction capacities and interest, the competitive situation, but as well the sanctions, which apply at the time of tendering (see text-block below); elaboration of proposals for contract packaging in close cooperation with MoWEM and KfW. The procurement plan needs finally KfW's consent.
- 17) Elaboration of a suitable implementation concept.
- 18) Elaboration of a suitable time schedule.
- 19) Preparation of a detailed design report.

#### ESIA and ESHS related tasks:

The Feasibility Consultant prepared a Preliminary ESIA Screening and Scoping Report, which forms the basis for further ESIA and ESHS related tasks. The Consultant shall review the existing ESIA report based on the findings of the review of the Feasibility Study, recent developments and further findings, update, revise and adapt the report to prepare an ESMF (Environmental and Social Management Framework). The existing ESMP will also have to be reviewed. Compliance with international and national requirements shall be ensured.

The Consultant shall assess the need for additional E&S studies and permits for each facility to be implemented and carry them out. These studies might e.g. be biodiversity assessments, land acquisition (LACP) and livelihood restoration plans (LRP) and others according to the site conditions, facilities and their potential impacts.

The Consultant shall prepare an overall ESIA and if needed individual ESIAs and especially local EIAs for permitting purposes considering the latest legislation, national laws and regulations. The Consultant should propose the best way to prepare these reports to comply with KfW and national requirements. The same applies to the ESMPs and SEPs, which can be prepared in a way to include in separate chapters the individual facilities and their stakeholders. The Consultant shall propose the best way to address E&S issues and prepare the required reports and agree with MoWEM and KfW on the way forward after the Inception Phase.

- 1) Carry out an Environmental and Social Impact Assessment (ESIA) based on the scoping exercise of the feasibility study proportionate to the potential risks and impacts of the Project and commensurate with its nature, size and location according to World Bank environmental and social standards 1-10 and World Bank Group General and sector-specific EHS Guidelines and align the design in such a way to avoid and/or mitigate the risks and use of privately owned land.

- 2) Update and implement the Stakeholder Engagement Plan (SEP) and map their importance and their level of influence as well as a grievance redress mechanism.
- 3) Prepare an appropriate plan (e.g., Land Acquisition and Compensation, Livelihood Restoration, Resettlement Action Plan) in accordance with ESS5 and national requirements. The plan shall be based on the Framework, Final Design, Land Ownership report etc. as well as the engagement with MoWEM and national cadastre agencies. The Plan shall include all elements defined in the ESS5 and shall focus on the topics where ESS5 goes beyond the national expropriation standards. The Consultant will be responsible for elaboration of necessary terms for the implementation of activities outlined in the plans and monitor and guide the respective implementation.
- 4) Consider KfW's ESHS requirements in the design and related documents and include relevant aspects from the E&S safeguard instruments in the Detailed Design, the cost schedule and time-schedules.
- 5) Ensure that — after KfW's No-Objection agreed environmental and social documents (ESIA, ESMP, SEP, RAP, LRP, etc.) but at least an easy to understand summary of the main environmental and social findings and mitigation measures including the stakeholder engagement process (e.g. Non-Technical Summary) are made publicly available in the Project area, at an adequate point in time during Project development, in an accessible and culturally appropriate manner, for an adequate time to allow Project affected people to voice concerns and suggestions, and if appropriate, are disclosed on MoWEM's website. This shall happen before the final acceptance of the detailed design report.
- 6) Determine the ESHS risk level of the proposed Contracts in accordance with Annex 5: "Categorisation of Contracts in Levels according to ESHS Requirements" (also see the Note provided in the User Guide of the KfW Standard Bidding Documents). Depending on the potential ESHS impact and the estimated contract size, ESHS requirements for Bidders might be considered as Level 1 = "basic", Level 2 = "elevated" or Level 3 "high" ESHS requirements.
- 7) Include relevant Environmental and Social Impact Assessment / Environmental and Social Management Plan (ESIA/ESMP) aspects in the Detailed Design and time-schedules.
- 8) Consider the costs related to KfW's Standard ESHS Works Requirements, RAP/ LACP/ LRP and ESMP in the overall cost estimate.
- 9) Elaboration of ESIA report and if required by national regulations a separate EIA report (based on national regulations) to be approved by MoWEM and KfW.
- 10) Support MoWEM in addressing incoming grievances

Key deliverables:

- Detailed Design Report, including design criteria, cost estimation, time schedule, procurement and implementation concept, drawings
- Updated procurement plan
- Market analysis for the tendering of the works
- Confidential cost estimate
- Final ESIA report(s), including ESMP and Non-technical Summary (NTS)

- Final SEP for designed services
- Final Resettlement Plan (e.g. RAP/LACP/LRP based on the identified risks and impacts and as per national and ESS5 requirements) for designed services
- Intermediary and final workshop for all performed services

The planning results shall be documented in the form of a **Detailed Design Report**. The report shall be structured according to the individual works and goods to be supplied, and shall contain a sufficiently precise explanation of all plans and technical specifications for all related works and goods, as well as of the respective construction and operation management in addition to the maintenance of all facilities.

#### 3.4.1.2 Preparation of Prequalification Documents

The prequalification documents shall be compiled in accordance with KfW Procurement Guidelines and based on the standard pre-qualification documents.

The definition of the qualification criteria and minimum requirements for technical, financial and ESHS capacity of the bidders shall be commensurate with the assignment requirements and should not be formulated in a manner unnecessarily restricting the competition. The qualification criteria can be a combination of minimum criteria for exclusion if not fulfilled and quantifiable criteria awarding scores for certain qualifications.

##### Key deliverables:

- PQ-Document
- Definition of the qualification criteria and minimum requirements for technical, financial and ESHS capacity of the bidders.
- PQ Evaluation Matrix

#### 3.4.1.3 Tender Documents

The Tender Documents shall be compiled in accordance with KfW Procurement Guidelines for international tendering and the respective valid version of KfW's Standard Bidding Documents for Procurement of Works and Goods, based on FIDIC Pink Book including the standard ESHS requirements. The tender documents for goods as well as the overall tendering procedure must be prepared in a way that the tenderers have access to all the necessary information for preparing their tenders.

The contracts for goods and all other services shall be awarded in cooperation with the Implementation Consultant by way of international competitive bidding. MoWEM will be the contracting agency for all goods and services financed from the available funds. The goods and services will be procured by MoWEM.

It is foreseen to launch separate tenders, if applicable each sub-divided into appropriate lots for works and supplies, as defined in the agreed and approved procurement concept. However, the Consultant should verify with MoWEM, if this approach is best suited for the project.

All tender documents should consider the Toolbox for Sustainable Procurement of KfW Development Bank (download at KfW.de search: Toolbox for Sustainable Procurement).

The tender documents for constructions shall be prepared in accordance with the FIDIC guidelines. Predominantly FIDIC Pink Book shall be applied.

For all tenders a two-stage selection process shall be applied, consisting of a prequalification stage and a following stage for submitting technical and financial offers.

#### **Requirements in Regards of Sanctions against Russia**

As a regulated financial institution located in the European Union, KfW must ensure that all its financing fully complies with applicable regulations, including the restrictive measures of the European Union. Russia's invasion of Ukraine has resulted in a new sanctions regime of unprecedented scope, complexity and volatility. KfW is therefore reminding all its partners of ensuring adherence to the Compliance Annex attached to all of KfW's financing agreements, which includes the requirement to comply with European Union sanctions. KfW is analysing the impact of new European Union and other sanctions on an ongoing basis and expects its partners to do the same.

Based on various EU sanctions provisions (including Article 5k of Regulation 833/2014) bidders and suppliers located in or originating from the Russian Federation must be excluded from procurement processes utilising KfW funds.

Russian bidders, subcontractors and suppliers are to be understood as

- a) Russian nationals or natural or legal persons, entities or bodies established in Russia,
- b) any legal person, entity or body in which more than 50% of the shares are owned directly or indirectly by one of the entities referred to under point (a), or
- c) any natural or legal person, entity or body acting on behalf of or at the direction of any of the entities referred to under point (a) or (b).

It is assumed that the design report already constitutes to a large part the technical specifications for the tender documents. The tender documents shall contain all the components required for proper operation (construction works, electrical and mechanical works, as well as operation, management and maintenance of technical equipment). Technical specifications for procurement of goods shall include also operational aspects for evaluation, where possible and reasonable. The tender documents shall be subdivided into reasonable lots, with due consideration to the results of the project verification by KfW. Furthermore, the tendering procedures and contract awards have to consider to the extent necessary the KfW guidelines as well as the national regulations and standards.

The Tender documents are proposed to contain the following sections:

#### **PART I        Bidding Procedures**

- Section 1.    Instructions to Bidders
- Section 2.    Bid Data Sheet
- Section 3.    Evaluation and Qualification Criteria
- Section 4.    Bidding Forms including Bill of Quantity

Section 5. KfW Policy/ Corrupt and Fraudulent Practices/ Social and Environmental Responsibility

PART II Works Requirements

Section 6.1 General Specifications

Section 6.2 Particular Specifications

PART III Conditions of Contract (CC) and Contract Forms

Section 7 General Conditions (GC)

Section 8 Particular Conditions (PC)

Section 9 Contract Forms

PART IV Tender Drawings and Supplementary Information

A comprehensive BoQs shall provide sufficient information on the quantities of works to be performed to enable bids to be prepared efficiently and accurately. In order to attain these objectives, Works should be itemized in the BoQs in sufficient detail (to be approved by the MoWEM) to distinguish between the different classes of works, or between works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the BoQs should be as simple and brief as possible.

The Consultant shall produce comprehensive engineering drawings to the standards of internationally accepted design practices using CAD. These drawings shall cover all features of the work and be of adequate detail for the bidding and award of contract. The drawings shall be very accurate to convey graphically to the bidders and later on to the construction engineers and contractors the work to be done. The drawings will consist of general arrangement drawings, detailed drawings, profiles, and cross-sections which indicate the dimensions of the works and the materials required for the execution. The design drawings will become an integral part of the contract documents.

ESHS related tasks:

- 1) Tailor KfW's Standard ESHS Works Requirements to the specific contract requirements; Include costs for staff, measures and works related to the implementation of required ESHS measures in the overall cost estimation and in the Bill of Quantities. As appropriate, this may include ESHS supervisors and managers, ESHS liaison officers in charge of relations with external stakeholders and project affected people, equipment related to ESHS tasks (e.g. for transport, computers, communication);
- 2) Determine the ESHS risk level of the Contract in accordance with Annex 5 (also see the Note provided in the User Guide of the KfW Standard Bidding Documents). Depending on the potential ESHS impact and the estimated contract size, ESHS

requirements for Bidders might be considered as Level 1 = “basic”, Level 2 = “elevated” or Level 3 “high” ESHS requirements.

- 3) Adjust the specific requirements for ESHS including preparation of ESMP and sub-plans in the Tender Documents in accordance with the ESHS risk level. Attach the ESMP and other relevant plans to the Tender Documents.

Key deliverables:

- Tender Documents
- Bid Evaluation matrix
- KfW checklist

### **3.4.2 Stage 2: Assistance during Tendering and Contracting**

The Consultant will support the MoWEM in all matters relating to pre- or post-qualification, tendering and contract drafting.

#### **3.4.2.1 Prequalification Process**

The Consultant shall support MoWEM in preparation and implementation of the following tasks:

- 1) Preparation of advertisement for invitations to prequalify; ensure that the procurement notices are advertised on the website Germany Trade and Invest ([www.gtai.de](http://www.gtai.de)) and in at least one newspaper of national circulation in the Employer’s Country or in the official gazette, or on a widely used website or electronic portal with free national and international access (such as [www.dgmarket.com](http://www.dgmarket.com)).
- 2) Ensure that the notification shall be given with at least 30 days’ notice to enable prospective Applicants to obtain Prequalification Documents and prepare and submit their applications;
- 3) Assistance to the Employer in promptly responding to requests for clarifications from Applicants;
- 4) Assistance to the Employer in evaluating the applications according to the pre-defined criteria and proposing a short list of qualified Applicants;
- 5) Assistance to the Employer in preparing an Evaluation Report in accordance with the relevant reporting requirements of KfW. Ensure that the report is transparent and sufficiently informative instead of merely stating “complied”, “yes” or “no” and complies with KfW’s format requirements (including e.g. KfW’s Bidders Information table). As far as possible and available, standard evaluation report templates provided by KfW shall be used;
- 6) Assist the Employer in informing the unsuccessful Applicants.

Key deliverables:

- PQ-Evaluation Report
- Publication of PQ results

### **3.4.2.2 Tender Process**

With regard to Tendering and Contracting of services, works and goods, the Consultant shall assist the Employer in finalising the final Bidding Documents ready for publishing, and in organising the whole tendering process for design, construction and supply including the preparation of pre-bid meetings if necessary. In this regard the Consultant shall fulfil the following tasks:

- 1) Preparation of the invitation for qualified Bidders to prepare a bid; Ensure that the notification is given in sufficient time (minimum 45 days or more in case justified due to complexity of works) to enable prospective Bidders to prepare and submit their Bids;
- 2) Assist the Employer in preparing and implementing a pre-bid meeting;
- 3) Ensure that ESHS specific issues are emphasized and considered in an appropriate way. If necessary, the KfW Standard Bidding Documents shall be adapted accordingly. Inform that upon contract award, the successful Bidder must comply with the agreed Code of Conduct;
- 4) Assist the Employer in promptly responding in coordination with the Employer and KfW to requests for clarifications from Bidders.

The Consultant should be aware that the tenders cannot start before the ESIA, permitting, land acquisition and resettlement/livelihood restoration processes have been completed.

### **3.4.2.3 Bid Evaluation, Contract Negotiations and Award**

Support the Employer in awarding Construction and Supply Contracts through the evaluation of bids and contract negotiations with regards to technical, financial and ESHS aspects:

- 1) Assist in tender opening procedures and advice during tender evaluations according to the KfW's Guidelines for Procurement of Goods and Works.
- 2) Assist the Employer in evaluating the bids according to the pre-defined criteria, determining whether the bidder is substantially responsive (i.e. without deviation, reservation or omission) to KfW's requirements.
- 3) Assist the Employer in proposing the most advantageous bidder.
- 4) Assistance to the Employer in preparing an Evaluation Report in accordance with the relevant reporting requirements of KfW. Ensure that the report is transparent and sufficiently informative instead of merely stating "complied", "yes" or "no".
- 5) Assist the Employer in preparing the agenda for contract negotiations and assistance to the Employer during contract negotiations and preparation of minutes of meeting.
- 6) Assist the Employer in preparing contract documents including all annexes.
- 7) Assist the Employer in informing the unsuccessful bidders.

For these particular supporting tasks the consultant is expected to provide international expertise.

#### **ESHS related tasks:**

- 1) Determine whether the bidders are substantially responsive (i.e. without deviation, reservation or omission) to KfW's ESHS requirements as specified in the valid version of KfW's Standard Bidding Documents for the Procurement of Works and Goods and has provided suitable references. This includes the assessment of the Bidders' proposed ESHS Methodology, Management Strategies and Implementation Plans, the suitability of the Code of Conduct as well as the availability of suitably qualified ESHS specialists among their key personnel and their references, required to manage the key ESHS risks of the project.
- 2) Check that all relevant ESHS aspects are duly covered in the Contract. Further, contractually ensure that the Contractor shall not commence any Works unless the Consultant is satisfied that appropriate measures are in place to address ESHS risks and impacts.

Key deliverables:

- MoM of pre-bid meeting(s)
- Tender Evaluation Report(s)
- Publication of Bidding results
- Contract Documents

**3.4.3 Stage 3: Supervision of Construction Works and Supplies**

The Project Supervision includes general and site supervision of works, the preparation of initial operation activities, continuous project management and monitoring as well as periodic reporting.

The tasks listed shall not be considered exhaustive. All requirements and tasks listed in the KfW Standard Bidding Documents for Works and the Contractors' Contract with the MoWEM should be considered to be carried out by the Consultant in its role as FIDIC Engineer.

The objective of this stage is to assist the Employer in ensuring that the newly constructed sites and facilities, as well as the new equipment are put into operation in accordance with best practice. The Consultant will ensure that all systems and components of the works are designed, installed, tested, and operated according to the works contracts and the Employers requirements.

Tasks:

- 1) Coordination and liaison with the Employer, Contractor(s) and other relevant institutions including:
  - Organisation of weekly site-meetings with the Contractor(s), the Employer's representatives and other key-stakeholders concerned;
  - Preparation and circulation of minutes of meetings;
- 2) Take over the role of the Engineer and carry out all tasks of the Engineer in accordance with the FIDIC Pink Book including among others:

- General supervision of works including overall project management, contract administration, time and expenditure control, quality control for all works and supplies delivered, reporting on project activities.
  - Identification of risks and gaps affecting timely and full achievement of the project goals including immediate proposal for countermeasures if required;
  - Review and checking of Contractor's plans and documents (shop drawings, as-built drawings, operation manuals, maintenance plans, etc.);
  - Control of the validity of the Contractor's documents such as insurance policies, bank guarantees, transport documents, etc.;
  - Review and, in consultation with MoWEM, approve the contractor(s) design of the works; including review and acceptance of the factory documentation of the supplied equipment and signing of the construction book (mandatory);
  - Quality and quantity control for all works and supplies via day-to-day inspection of the Contractor's work;
  - Provide guidance to the Contractor to conform to the specifications;
  - Ensure that the Contractor is only using permanent and temporary construction material in compliance with the Employer's Requirements;
  - Time and expenditure control;
  - Review and approval of the Contractor's invoices and issuance of the corresponding "Payment Certificates" to the Employer;
  - Review of availability of appropriate quantity calculation and documentation of the works carried out, according to internationally accepted practice, to ensure that there is an adequate basis for the traceability of the quantities invoiced;
  - Contract and claim management;
  - Reporting on project progress and risks in accordance with the reporting requirements of KfW;
  - Assistance to the Employer in dealing with any variation orders to the Works Contract;
  - Ensuring visibility according to donors' requirements;
  - Review and facilitate the submission of the Contractor's reports, as-built drawings, operation manuals, maintenance plans, etc.;
  - Supervision and management of ESHS risks and monitoring of the Contractor's ESHS activities (details see below).
- 3) Preparing lists of necessary tests (factory acceptance tests (FAT), type tests, routine tests, site acceptance tests (SAT));
  - 4) Review contractor(s) test and commissioning programs and make recommendations to MoWEM;
  - 5) Supervise the Contractor's testing and commissioning of the constructed works and Contractor's supply and participation in the taking over and acceptance of works and supplies;
  - 6) Participation in the reception of works and approval of FAT and SAT;
  - 7) Preparation of a snag list, supervision of its implementation and assistance to the Employer in the preparation of provisional acceptance;

- 8) Testing and inspection of completed works, receipt, filing and handing of project documentation (as built drawings, manuals, service instructions etc.) and participation in the provisional acceptance of works, finally to be approved by Employer;
- 9) Ensuring visibility according to donors' requirements.

#### Tasks concerning KfW payment procedures

Regarding payment procedures it is foreseen that the so-called "simplified direct disbursement procedure" applies. The Consultant shall accordingly monitor the disbursement procedure according to the simplified disbursement standards by KfW. The tasks of the Consultant concerning payment procedures include accordingly the following tasks:

- 1) Examine whether the arrangements applicable to the disbursement procedure agreed between the Employer and KfW, which are to be submitted to the Consultant, are fulfilled.
- 2) Examine whether the invoice(s) and additional documents for the disbursement request are complete and whether contractual requirements to receive payments have been fulfilled. In particular, the Consultant will:
  - a) determine whether the supplies and services invoiced have been performed according to the respective contract;
  - b) (in case of supply contracts) examine, based on random sampling, whether amounts and budget lines as stated in the invoice correspond to those as stipulated in the contract;
  - c) In case the contractor has submitted a Statement of Expenditure (SoE) or bill of quantities, the Consultant will examine whether cumulative expenditures do not exceed budget lines and whether cumulative expenditures are in coherence with the SoE or bill of quantities previously submitted;
  - d) (in case of construction contracts) examine, whether main budget lines as presented in the invoice correspond to those as stipulated in the contract, whether cumulative expenditures do not exceed budget lines and whether cumulative expenditures are in coherence with previously submitted SoEs based on the bill of quantities;
  - e) if the SoE or bill of quantities submitted by the contractor does not fulfil the requirements as mentioned in b) c) and d), request a non-objection to the disbursement of the responsible project manager at KfW, and will attach related documentation to the invoice;
  - f) check whether advances have been cleared / worked off and retention money has been deducted according to contract;
  - g) examine whether price adjustments are applicable and are calculated in line with the contract.
  - h) examine whether further documentation, such as transport and / or delivery certificates, is required, whether such documentation meets the formal requirements as stipulated in the contract(s) and whether the items and amounts presented on the respective documents are correct.
- 3) Examine whether guarantees have been presented by the contractor in accordance with contractual requirements. If applicable, the Consultant will:
  - a) ensure that the form and amount of all guarantees meet the requirements of the construction or supply contract(s);

- b) monitor the validity of all guarantees and ensure, if required, that the guarantee period is being extended in due time.
- 4) Examine whether the disbursement request meets the requirements as stated in the underlying agreement between KfW and the Employer, (such as the Separate Agreement, and particularly in the Annex “Disbursement Procedure”, hereafter defined as the “Underlying Agreement”). In particular, the Consultant will ensure that:
  - a) each disbursement request corresponds to the form provided in the Underlying Agreement;
  - b) the amount of the disbursement request only includes expenditures/costs to be financed by KfW, e.g. with regard to eligibility of financing taxes;
  - c) in case of joint financing of the respective programme, the financing share to be delivered by the Borrower / Recipient / MoWEM has been considered;
  - d) bank details provided on the disbursement request and on the invoice are the same, and if applicable, correspond to those as stated in the contract.
- 5) In case the simplified reimbursement procedure is being applied, examine in addition to items above whether
  - a) evidence on the use of funds has been presented in the form of an SoE as stipulated in the Underlying Agreement;
  - b) cumulative expenditures do not exceed budget lines as stipulated in the contract and that cumulative expenditures are in coherence with previously submitted SoEs;
  - c) expenditures as presented in the SoE correspond to services due/invoices submitted by the contractors;
  - d) expenditures as presented in the SoE have already been disbursed to contractors / service providers;
  - e) If the SoE submitted by the contractor does not fulfil the requirements mentioned above, the Consultant will request a non-objection to the disbursement of the responsible project manager at KfW and will attach related documentation to the SoE.

In so far as the above-mentioned conditions are met, the Consultant will

- provide a confirmation for the benefit of, and addressed to, KfW that the contractual obligations have been met and payment has fallen due; such confirmation to be provided on or prior to the submission of each disbursement request and in such form as the Employer may request in accordance with the Underlying Agreement.
- hand over all relevant documentation to the Employer/Authorised Party. However, as long as documents remain with the Consultant, KfW reserves the right to obtain originals and copies of such documents.
- The Consultant may also refer to the Checklist, which can also be submitted with the request for disbursement in order to facilitate KfW's verification.

ESHS related tasks during Stage 3:

- 1) Inform the Contractor that relevant sub-works shall not commence prior to the Consultant's approval and satisfaction of appropriate measures in place to address ESHS risks and impacts;
- 2) Approve after due revision Contractor's [Project Area] Environmental and Social Management Plan (PA-ESMP) and, during the execution of the works, instruct the Contractor to update the PA-ESMP if it becomes necessary. The revised version shall highlight the new elements incorporated in the document;
- 3) Supervise the Contractor's implementation of the PA-ESMP and report semi-annually on compliance of the Contractor with the ESMP and ESHS Works Requirements (see Annex 4); This includes health and safety performance and conformance with labour and working condition standards In case of severe ESHS violations (and in particular OHS risks to life), the Consultant shall suspend (sub-)works until the Contractor has rectified the situation;
- 4) Document Contractor's non-conformances. Review and approve the Contractor's proposals for remedial action/s and their timeframe for implementation. Follow-up on correction/remediation;
- 5) Follow up on the results of any inspections or audits by labour, health and safety or environmental regulatory authorities;
- 6) Check if the Contractor provides instructions and trainings to workers, Subcontractors and Suppliers (in particular those for major supply items) to assure that they understand their respective ESHS requirements and that the Contractor complies with the Code of Conduct;
- 7) Advise the Contractor on the ESHS risks and impacts of any design change proposals and the implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- 8) Review the Contractor's monthly progress reports, and check if detected nonconformities are documented and analysed and are addressed by corrective actions; Documentation shall include a digital photograph and with captions to provide a visual illustration, explicitly indicating the location, date of inspection and the non-conformity in question;
- 9) Follow-up on the resolution of any complaints or grievances in relation to ESHS;
- 10) Inform the Employer on any ESHS related situation that might arise which could jeopardize the successful completion of the Project. Reflect such situations in the periodic reporting.
- 11) Supervise that non-conformities are addressed through measures adapted to the severity of the situation and which include, but are not limited to the suspension of (sub)works and/or of payments in accordance with the contract.

Key deliverables:

- Progress Reports
- Project Completion Report
- Information related to ESHS as part of regular Progress reports
- Information related to ESHS as part of Project Completion Report

### **3.4.4 Stage 4: Services During Defects Liability Period and Closure of Project**

The assistance during the Defects Notification Period (DNP) and Closure of Project, after the issuance of the Taking Over Certificate, shall address all post-construction activities up to the final acceptance of works through the Performance Certificate. The Consultant shall carry out regular (at least quarterly) inspections during the DNP in order to ensure the execution of all remedial works by the Contractor. Prior to Project Completion the Consultant shall check that also all EHS related tasks of the Contractor are completed and the areas of activities have been reinstated by the contractor, on expiry of the DNP the Consultant shall assist the Employer in issuing a Certificate confirming that the constructions/installations were completed successfully in accordance with the specified performance level (Performance Certificate).

During Closure of the Project the Consultant shall prepare the Final Project Report for water supply measures, as well as for the sanitation and solid waste measures (Component 3), which shall be due 48 months after the commencement of the project.

#### Key deliverables:

- Progress Reports, if applicable;
- Final Project Report.

### **3.5 Component 2 - Water resources management measures**

In addition to identifying deficiencies in the water supply infrastructure and the improvement measures to be implemented under Component 1, it is also important to determine the influence of water abstraction on the groundwater resources and to consider the effects of climate change to enable the planning of subsequent investment measures and to sustain and secure future water supply in Zanzibar. Component 2 of the project accordingly includes water resources management measures, comprising groundwater monitoring and modelling, for both Unguja and Pemba Island.

Despite the administration's interest in a groundwater monitoring and modelling system, there is currently a lack of coordination, organisation and continuity in implementation and monitoring. The current state of groundwater monitoring requires numerous improvements and optimisations, both in terms of methods and equipment. The monitoring system proposed in the feasibility study attempts to cover many elements of groundwater management and protection, taking into account the human and technical capacities as well as the available budgetary resources under the project. The use of digital tools can improve this knowledge in the context of groundwater monitoring and improve the sustainable management of the resource through groundwater modelling.

The water resources management measures are designed not only to improve the understanding of the system, but also to raise awareness of the importance of data collection in the monitoring of surface and groundwater, while this will be of great benefit for short and medium-term planning and decision-making in the field of water management.

Accordingly, the consultant's tasks consist of setting up a monitoring system, including procuring and installing the necessary measuring equipment, setting up a modelling system,

and supporting and training a corresponding department at MoWEM that can carry out monitoring and modelling tasks in the long term. The tasks of the Consultant include the following:

- 1) Review the information provided in the feasibility study, which identified and surveyed a number of 52 points for Unguja (18 boreholes, 1 cave and 33 wells) and 44 points for Pemba (1 spring, 1 cave, 25 boreholes and 17 wells) considered for inclusion in the proposed monitoring system. If deemed to be necessary and appropriate further monitoring points shall be included in the investigation.
- 2) Develop a concept for regular monitoring of a reasonable and appropriate number of points all over both islands on basis of the findings and recommendations of the feasibility study. This includes mapping of the monitoring points, collection of all relevant data of the monitoring points, as well as the elaboration of required standard infrastructure and equipment for both, manual measurement and sampling, as well as equipment for automated monitoring, depending on the situation and requirements of the individual monitoring points.
- 3) Coordination with GIZ about their support to MoWEM in water resources monitoring activities.
- 4) Collection of available operational data from existing boreholes and wells (water levels, monthly production, electricity consumption, water quality (hydro-chemical data).
- 5) Creation of a comprehensive database of existing facilities and documentation of existing and newly collected information and data.
- 6) Elaboration of a procurement plan for the required standard infrastructure and equipment for the monitoring points, including detailed technical specifications, bidding documents, cost estimate and procurement concept. The plan shall take into account availability of the proposed equipment in particular availability of spare parts on the local market and availability of professional maintenance services. The procurement plan shall furthermore define in detail, which equipment requires installation by supplier companies or by own staff of MoWEM.
- 7) Coordination with and approval by MoWEM and KfW of the procurement plan and the related bidding documents.
- 8) Tendering and procurement of the required equipment and installation works on basis of limited competitive bidding.
- 9) Supervision and monitoring of the supply and installation of the procured equipment, including functionality tests and taking over.
- 10) Set-up and compile a regional/bulk coupled groundwater-surface runoff modelling for both islands using freeware (at least a cost-effective and economical software system), preferably SWAT (Soil Water Assessment Tool), with integration of the data received from the monitoring system, as well as other relevant information. This task shall be carried out in close cooperation and with integration of the local staff of MoWEM.
- 11) Examine beforehand, availability of required hardware/computers needed for the operation of the modelling software, as well as availability of other supporting software components like GIS systems in MoWEMs engineering department. This includes, where appropriate, the procurement of the required hardware equipment, as well as other needed software components.

- 12) Elaboration of a work and staffing plan which includes all required works and services to be carried out by MoWEM staff, including initial works for set-up and installation of the monitoring system, regular maintenance and data collection, regular entry and update of data, as well as regular modelling exercises at least on a yearly basis. The plan shall include a description of the profiles of the required personnel for both monitoring and modelling work, work instructions and routine plans for the work to be carried out.
- 13) Examination and evaluation of the available human resources among MoWEM's technical staff and assessment of their suitability for the required tasks. This also includes, where appropriate, support for MoWEM in the search for suitable personnel and in filling the necessary positions.
- 14) Elaboration of a training plan for the MoWEM staff, who will be in charge with the monitoring and modelling systems. This includes initial trainings during installation and set-up of the system, as well as yearly regular refresher trainings and professional support by the Consultant during modelling on a yearly basis (or otherwise anytime, when deemed necessary) for the duration of the Consultant's assignment.

The water resources management concept shall be described in a comprehensive Water Resources Management Concept Report. The report shall include the determination of the monitoring points for both islands, a comprehensive description of the required equipment and installation works, details instructions for operation and maintenance of the monitoring system, requirements for data collection. The report must include furthermore detailed specifications for the set-up, installation and operation of the modelling system, including work and staffing plan for regular works as well as cost estimates for maintenance and operation.

The services for the water resources management measures shall be responsibly managed by an international water resources management expert, who must have broad experience in the concerning field. The international expert shall be present on-site during elaboration of the concept and again during set-up of the modelling system. Regular visits on a yearly basis for support and training of MoWEMs staff are further more needed.

The international expert shall be seconded by an experienced national expert, who must be constantly on site during preparation of the monitoring and modelling concept, procurement of equipment, supervision of supplies and installation works and set-up of the system.

The services of the Consultant up to the complete commissioning of the groundwater monitoring and modelling system within the first two years of the assignment are to be understood and offered as a lump sum services. For the following two years of the assignment, the Consultant is to provide further support for the MoWEM, which will be remunerated time based according to the work performed. Information on the expected time input can be found in the Data Sheet.

Key deliverables:

- Water resources management concept report;
- Bidding documents for the procurement of monitoring equipment, all related works and other technical components required for set-up of the system;

- Training plan for initial and refresher trainings of MoWEMs staff, including elaboration of training materials.
- WRM Interim reports
- WRM Final report

### **3.6 Component 3 - Sanitation and solid waste measures**

The main objective regarding the consideration of sanitation and solid waste is to check the likelihood that inappropriate sanitation and solid waste management, as well as deficient or missing infrastructure is the reason for pollution of the (ground)water resources in the vicinity of the water supply schemes prioritized for investment. The project therefore aims to implement specific sanitation and solid waste measures to protect water resources in the project areas on the island of Pemba.

Some potential sources of risk for groundwater and water supply in relation to sanitation and solid waste on Pemba have been identified in the feasibility study. Their enhancement should be the focus of the recommended measures, inter alia, ending open defecation, avoiding percolation of faecal sludge, avoid clogging of stormwater drainage and resulting flooding due to solid waste.

It is therefore the Consultant's task to identify and define a package of measures that should be implemented in parallel with the actual water supply measures as part of the project. The regarding tasks of the Consultant comprise:

- 1) Develop a database of existing sanitation and solid waste infrastructure in the vicinity of the catchment areas of new and existing boreholes for the four prioritized water supply systems, which will be realised under the Project (private or public toilets and collection facilities, solid waste collection and dumping points, landfills, etc.). Define the area which could have adverse effects on the water resource based on geological and hydrogeological data and if necessary on surveys.
- 2) Assess on basis of available studies and investigations the current situation of open defecation (OD) on Pemba and in particular in the areas of the water supply systems, which will be implemented.
- 3) Investigate the situation of emptying, transport and dumping of faecal sludge from existing private and public toilets, in regards of frequency of emptying, availability of public and private operators for such services, practises used for dumping and availability of dumping sites.
- 4) Develop a risk matrix with an evaluation and categorisation of the negative influences of the identified sanitation and solid waste hot spots and prioritize the necessity of activities to be carried out. This exercise should take into account the results of the OD assessment and the resulting risks.
- 5) Prepare on basis of the data base of existing sanitation and solid waste infrastructure and on basis of the risk matrix technical concepts for priority measures that should be implemented to reduce the negative impacts of sanitation and solid waste hot spots. These concepts shall include preliminary design and cost estimates for communal and public toilets, rehabilitation and construction of household facilities, improvement and enhancement measures for existing dump sites, in particular for the site in Vitongoji, as

well as a proposal for the procurement of a truck for emptying and transport of faecal sludge including proposals for appropriate disposal and treatment.

- 6) Analyse the legal framework with the administrative and institutional responsibilities for current wastewater and waste management practices, as well as the relevant authorities and institutions that need to be involved if new measures are to be implemented.
- 7) Summarize the data base, the concerning risk assessment and the developed priority list for sanitation and solid waste measures in a comprehensive “Sanitation and Solid Waste Measures” Report. The major findings of the report and the proposed package of sanitation and solid waste measures shall be presented to MoWEM in a workshop.
- 8) Coordination with and approval by MoWEM and KfW of the proposed package of sanitation and solid waste measures.
- 9) Prepare detailed designs, specifications, procurement plan and the related bidding documents for the proposed package of sanitation and solid waste measures.
- 10) Tendering and procurement of works, equipment and installation for the sanitation and solid waste measures on basis of limited competitive bidding.
- 11) Supervision and monitoring of the supply and installation of the works, equipment, and installation including taking over.
- 12) Handover of the implemented facilities to the end-users, including trainings in hygiene measures and operation and maintenance for facilities and equipment.

Key deliverables:

- Sanitation and solid waste measures report, that includes an assessment of the current wastewater and waste management practices in the project area for both Unguja and Pemba);
- Design and bidding documents for sanitation and solid waste measures;
- Training materials for hygiene measures and for operation and maintenance for facilities and equipment.

### **3.7 Component 4 - Non-technical measures**

The aim of the non-technical measures for the improvement of the water sector governance in Zanzibar is to strengthen the capacities of the relevant stakeholders for water security in both, Unguja and Pemba as well as to ensure conflict- and gender-sensitive implementation and sustainable effectiveness. In the focus of activities is the support provided to MoWEM and ZURA in introducing socially acceptable tariffs.

Apart from the technical and financial development of appropriate tariff structures, which have already been examined in the context of a tariff study, it is likewise important to conduct detailed investigations and relevant stakeholders' consultations to adequately collect the views of water users to comprehend the information of the willingness and affordability to pay for the services. Therefore fare-reaching communication measures and stakeholder's consultations are to be included in the scope of the consulting services, that have to be implemented in close cooperation with MoWEM and ZURA. In this context, particular attention should be paid to gender-sensitive issues and to the inclusion of women, where possible in cooperation with local NGOs. Close cooperation with the TC module 'Strengthening water security in Zanzibar' is planned.

For the performance of the non-technical measures, it is of great importance that the Consultant and in particular the experts offered have practical experience in the commercial and operational management of water supply and sanitation companies.

The concept of the measures is therefore structured in such a way that an international key expert essentially takes on the tasks and act as constant contact persons for MoWEM. The expert may be supported by national experts with similar professional background knowledge on local level.

When implementing the measures, great importance is attached to the transfer of knowledge and the communication of experiences of the key expert on site in direct contact with the MoWEM contact partners.

### **3.7.1 Development and Design of Non-technical Measures**

The concerning tasks of the Consultant comprise the following:

- 1) Critically review the existing tariff study in terms of the assumptions made, the reliability of the underlying financial data, consideration of future investments as well as operation and maintenance cost for sustainable operations.
- 2) Review the recommendations made in the tariff study in comparison to the applied tariff structure, in regards of assumptions made and proposed consumer groups and consumption levels.
- 3) Assessment of MoWEM's (Water Utility) financial management and accounting in terms of planning, budgeting and controlling, as well as its current financial performance and an evaluation of whether these key data were adequately taken into account in the tariff study.
- 4) Review MoWEM's (Water Utility) customer data base, in regards of completeness and applied routines for regular updates.
- 5) Review of billing and accounting software used, including use of features which allow customers to receive and to pay the invoices via an electronic app.
- 6) Assessment of the current billing and collections rates.
- 7) Assessment of the prevailing socio-economic framework conditions in the project region, including income levels and poverty situation, gender issues, assessment of willingness and affordability to pay for water supply and wastewater disposal for the various consumer groups.
- 8) Investigate the current use of customer water meters in comparison to unmetered house connections, the willingness of customers to install meters, the currently applied practice of purchase, payment and installation of water meters, use of standardized meters and specifications.
- 9) Develop a concept for a systematic increase in the number of house connections with water meters, including the necessary financial and required human resources at MoWEM.
- 10) Investigate in this regard the pros and cons of installation of pre-paid water meters, which is considered as a potentially good solution by MoWEM, as well as the use of 'smart' water meters with automatic reading that requires special customer water meters as well as a telemetry/control system as an optional solution. Elaborate a concept for a pilot project to test practicalities of the usage of such meters.

- 11) Summarize recommendations for adaptations of the existing tariff study and the concerning tariff structure and prepare a proposal and a road map for the implementation of a new water and waste water tariff, taking into account affordability criteria and the willingness to pay, as well as gender-sensitive issues.
- 12) Support MoWEM in the planning and control, development and implementation of information systems for, proper accounting of costs/revenues, improving the efficiency of billing and collection, data collection and performance monitoring.
- 13) Support MoWEM in the expected comprehensive consultations with ZURA, and other stakeholders involved in order to facilitate the introduction of a socially acceptable tariff system.
- 14) Development of target group specific social marketing concepts and awareness campaigns to promote the new tariff system, including identification of target groups to be addressed by the campaigns and development of ideas on how these groups can be reached most effectively, e.g. by social media, school programs, information stands at markets, poster campaigns, etc.
- 15) Definition and identification of the content of campaigns to be communicated to the respective target groups, focused on costs and tariff issues, but as well addressed to resource-saving water usage, gender-sensitive issues, hygiene aspects, sanitation issues, avoidance of contamination of water resources due to inadequate sanitation, etc.
- 16) Develop and annually update a one-page project factsheet in English and Swahili outlining the main activities of the project.
- 17) Identification of national NGOs or local specialised companies with capacities to carry out campaigns and marketing initiatives and involving them in the conceptual design of a campaign. This includes cost estimates for the implementation of optional components of such a campaign.
- 18) Closely coordinate all before-mentioned tasks with the staff involved in the TC module 'Strengthening water security in Zanzibar' to make most efficient use of synergy effects and to avoid duplication of works.
- 19) Preparation of a comprehensive "Tariff Enhancement and Performance Improvement Report", which outlines the assessment of the accounting system, the assessment and the recommendations on the tariff report, recommendations in regards of improvement of the metering, as well as the design of a pilot project for improved metering, and in particular the concept and the design of the awareness campaign.

Key deliverables:

- Tariff Enhancement and Performance Improvement Report
- Public awareness enhancement concept

All the aforementioned tasks of Non-technical Measures are to be regarded as **lump sum services**. The definition of required man-month necessary to carry out the work shall be the responsibility of the Consultant. The Consultant shall bear in mind that he will be paid according to the deliverables as defined. Nevertheless, the expected minimum time required for the relevant experts is specified in the Data Sheet.

### **3.7.2 Implementation of Non-technical Measures**

The implementation of Non-technical Measures as defined in the following shall be regarded as **time based services**. An estimate for the time input of experts can be found in the Data Sheet.

The Performance Improvement Report and the schedule drawn up for the relevant services are the guiding instrument for the performance of the Consultant's tasks.

Again, the institutional key expert shall have the main responsibility for the performance of the services and will be the direct contact persons for the Employer. The deployment of further experts depends on the needs identified in the report.

The awareness campaign shall be carried out by a national NGO or a local specialised company. The task of the Consultant include, but are not limited to:

- 1) Prepare a task description and ToR for a public awareness campaign and select an experienced national NGO or a local specialised company for the performance of the public awareness campaign on basis of defined qualification criteria in form of a request for quotation.
- 2) Prepare a contract agreement with the national NGO or local specialised company after approval of selected service provider by MoWEM and KfW.
- 3) Regular monitoring of the implementation of the public awareness campaign and verification of the services provided on the basis of simplified reporting.
- 4) Developing appropriate indicators to measure the results of such a campaign including establishment of a baseline and conducting of an endline survey.
- 5) Provide Institutional Management Support with the target of implementation of proper accounting of costs/revenues, improving the efficiency of billing and collection, as well as the introduction of cost covering tariffs. This includes regular quarterly visits of the international institutional expert, each for 10 working days.

#### **Key deliverables:**

- Non-technical measures Final Report
- Regular quarterly reports

### **3.8 Optional Services – Additional Water Supply Measures**

Additional funds may be provided to finance the implementation of further water supply systems in Wawi, Wingwi and Chokocho. The tasks of the Consultant for the implementation of these schemes are identical to the tasks under Component 1 in regards of water supply measures, which have been defined in Chapter 3.4 above. The Optional Services include furthermore an assessment and implementation of appropriate sanitation and solid waste measures, as defined under Component 3 in Chapter 3.6.

Unlike the four water supply schemes financed under FC, the Consultant must assume that only very limited preliminary investigations have been carried out for the three additional water supply projects that are to be financed optionally. The services of the Consultant comprise accordingly in addition to the preparation of detailed designs and tender documents a basic assessment and a preliminary design for the proposed schemes.

Furthermore, only preliminary cost estimates are currently available for these optional water supply schemes. The actual cost estimates based on the preliminary and detailed design prepared by the Consultant may exceed the available budget. RGoZ would be willing to finance the gap by increasing its contributions. However, the need for increase of the RGoZ contributions will only be determined once reliable engineering cost estimates have been presented by the Implementation Consultant.

Apart from the three additional water supply schemes in Wawi, Wingwi and Chokocho, further investigations are requested for another water supply scheme in Mjimbini. The Consultant will have to review the estimated budget for proposed measures in Mjimbini and to assess the feasibility to include Mjimbini under the Kengeja water scheme measures.

The optional services are to be provided in line with the description for the main services above and with the additional requirements listed below. The work and staffing must be prepared independently for main and optional services.

The Consultant shall plan his resources assuming that the main services and the optional services will be implemented independently from each other. In case optional works are commissioned to start in parallel or at least partially in parallel to the main services, potential redundancies and saving potentials will be discussed during commissioning of these services. Nonetheless separate financial proposals have to be submitted for the main services and the optional services as described in clause 14.1 of the data sheet section II.

An overview of the required optional services is summarized in the following:

### **3.8.1 Preliminary Design (Optional Services)**

The consulting services for the additional (optional) water supply schemes require in addition to the tasks as listed under chapter 3.3 more detailed preparation works. In contrast to the water supply measures for the main schemes examined in the feasibility study, only superficial information is available for the additional (optional) water supply schemes. Therefore, the following services are to be provided by the Consultant in the frame of the optional services in addition to the regular tasks for the Inception Phase:

- 1) The Consultant shall investigate rehabilitation needs of additional water supply systems on Pemba. For that purpose, he shall visit all production wells, springs, reservoirs booster pumping stations and other installations, which can be inspected without excavation works. The Consultant shall make a rapid assessment of the condition of the installations and identify, whether there are rehabilitation needs or not. Deficiencies of the supply systems like direct pumping shall be documented. For each site a photo documentation shall be prepared. This fieldwork shall be complemented with staff interviews familiar with the systems. A summary description of rehabilitation needs shall be presented in the interim report. Purpose of this task is to identify the magnitude of rehabilitation works.
- 2) The investigations shall include topographical survey and mapping of the sites as required for the elaboration of preliminary designs.
- 3) The investigations include furthermore a detailed review of availability of water sources and existing boreholes to be used for the supply of the additional water supply schemes.

- 4) The Consultant shall review the design criteria, which are currently used by MoWEM and which have been used for the other four schemes under the main services, and assess, whether they are appropriate or not. If needed, the consultant shall present a set of meaningful design criteria, which shall be discussed during the interim workshop.
- 5) The consultant shall develop options how to rehabilitate and to optimise water production and distribution in the additional water supply schemes. Based on his professional judgement the Consultant may suggest the required rehabilitation and optimisation works, including urgency of rehabilitation needs, improving water security and potential for the reduction of operational costs, specifically energy costs.
- 6) The outcomes of the before mentioned tasks shall be documented in the Interim Report and presented in the interim workshop, which will allow a strategic discussion among stakeholders about urgency, importance and prioritisation of future works considering available investment budgets.
- 7) After the interim workshop the Consultant shall prepare preliminary designs for the additional water supply schemes. In order to redesign and optimise the additional drinking water network schemes on Pemba the Consultant shall conduct a hydraulic recalculation of these networks. Hydraulic models shall be prepared in order to simulate the optimisation of networks, for instance the replacement of transfer mains, the establishment of elevated reservoirs. Purpose of this task is to identify the initial dimension of pipes, pumps, reservoirs and other installations.
- 8) Based on the network calculations the Consultant shall prepare project briefs (preliminary designs). The project briefs shall include a description of the suggested investments / replacements, an overview map showing the location of the suggested measures, sufficient scope of design drawings (on preliminary design level), a description of project beneficiaries and a cost estimation. Results shall be summarised in the Preliminary Design Report. Project briefs shall be presented as annex to the report.
- 9) The Preliminary Design Report includes in addition the preparation of individual preliminary cost estimates for each additional water supply scheme, which will serve as a basis for further decisions on whether these water supply systems should be implemented with additional funds.
- 10) The Preliminary Design Report shall include furthermore technical specifications for materials, fittings and mechanical-electrical equipment to be used under the project and the needs for an appropriate stock of repair materials.

**Key deliverables:**

- Interim Report
- Interim Workshop
- Preliminary Design Report (incl. investigations of the additional schemes on the same level as provided in the Feasibility Study)

**3.8.2 Component 1 – Water supply measures (Optional Services)**

**3.8.2.1 Stage 1: Detailed Design and Tender Documents – Optional Services**

The tasks are to be completed and the key deliverables to be submitted analogue to the description for the main services for water supply measures. As only initial planning

considerations are available for these optional water supply schemes, the tasks for these projects also include comprehensive investigations of the base conditions and a preliminary design that must be approved by MoWEM.

### **3.8.2.2 Stage 2: Assistance during Tendering and Contracting – Optional Services**

The tasks are to be completed and the key deliverables to be submitted analogue to the description for the main services for water supply measures.

### **3.8.2.3 Stage 3: Supervision of Construction Works and Supplies – Optional Services**

The tasks are to be completed and the key deliverables to be submitted analogue to the description for the main services for water supply measures.

### **3.8.2.4 Stage 4: Services During Defects Liability Period and Closure of Project – Optional Services**

The tasks are to be completed and the key deliverables to be submitted analogue to the description for the main services for water supply measures.

### **3.8.3 Component 3 - Sanitation and solid waste measures (Optional Services)**

The tasks are to be completed and the key deliverables to be submitted analogue to the description for the main services for sanitation and solid waste measures.

## **4 REPORTING AND DELIVERABLES**

### **4.1 Reports**

The Consultant shall ensure regular reporting necessary to inform MoWEM and KfW. The timely submission of reports is the precondition for interim payment to the Consultant. Reports should be concise and to the point, but always facilitating the understanding of the rationale, proposals and decisions. Wherever possible, tables and charts should be used, details shall be given in annexes. Clear structure, comprehensiveness and readability of the reports are major requirements.

All reports shall contain an Executive Summary and shall be prepared on DIN A4 and in English language. A separate volume on DIN A3 shall contain all plans, drawings and photographs. The title of the report and the name of the respective volume are to be indicated on the spines of all final versions.

All documents, reports and drawings are to be submitted as unalterable, searchable and printable PDF files with continued page numbering and linked list of contents. Scanned documents will not be accepted. Each report should consist of one single PDF file. The documents shall be submitted additionally in the original standard digital format, such as Word, Excel and AutoCAD. Calculations and other support files in their original file format should also be delivered to be able to verify any result and numbers presented in reports.

In general, the reporting requirements are an essential part of proper and transparent contract and project monitoring and as such are to be elaborated and quality-assured in a way that both senior and executive levels of the contracting parties are conveniently provided with concise,

reliable, sound and relevant data and analysis. A qualified presentation with maps, tables, graphs and photographs is preferred over long-winded narrative elaborations. Reports are to be quality-assured by the Consultant/Engineer.

The following reports are required:

### **Monthly Progress Reports**

In addition to the direct communication and regular progress meetings during his assignment, the Consultant shall prepare **Monthly Progress Reports** to inform the client and KfW about all important matters as well as assure all warranty and guarantee rights during the construction supervision phase. This report must focus on the (last reported) problems and approaches, how to solve them and shall be submitted to all Project partners by email (draft model see Annex 4).

These reports shall be no more than 3 pages long and shall be submitted in **English** to MoWEM and KfW by email within one week after the end of the reporting period in question. The structure of the reports should follow the KfW Reporting Requirements and shall be agreed with KfW and the MoWEM before the first Monthly Report will be prepared.

The following points shall be included:

- a) Overview of the implementation process
- b) Problems encountered and proposed solutions
- c) Financial monitoring (received disbursements, planned disbursements)
- d) Reporting on the implementation of the ESMP and other E&S safeguards (e.g. SEP, GRM)/ and OHS requirements and specifically related to related incidents

### **Quarterly Reports**

During the supervision and DNP phases, the Consultant shall prepare **Quarterly Reports** on all relevant matters. The contents of these reports shall summarize the central activities, deviations from the technical specifications, if any, outputs and problems of the reporting period, and contain in particular updated time schedules and milestones, lists of invoices and payments to the contractors, lists of targets and achieved results, monitoring of indicators and risks and other suitable documents presenting the state of the project progress. Annex 4 gives an overview of the report structure. The **Quarterly Reports** shall be provided until the consultancy support for commissioning the facilities as well as the DNP have been completed. These reports are to be submitted in **English** within two weeks after the end of the period in question to MoWEM and KfW.

The structure of the reports should follow the KfW Reporting Requirements and shall be agreed with KfW and MoWEM before the first Quarterly Report will be prepared.

### **Inception Report**

The **Inception Report** shall mainly explain any need for adaptations of the Consultants work programme based on the comparison between the assumptions made for proposal preparation and the verification of such assumptions during the inception phase.

It should also contain an update of the structure for future Quarterly Reports for approval by the MoWEM and KfW. The Inception Report refers to the assignment as a whole and shall include updated information for all components of the assignment.

A detailed and comprehensive work programme along with a disbursement forecast table will be also presented in the Inception Report. In addition, a plan of intended visibility measures and public relation measures, communication and visibility will be included.

### Project Completion Report

After commissioning of construction works for the water supply and for the sanitation/ solid waste measures the consultant shall submit a **Project Completion Report**, which includes concise information about all implemented components of services as well as of the documentation of project visibility

### Final Project Report

After completion of his services for the water supply and for the sanitation/ solid waste measures (Component 1 and 3), the consultant shall submit the **Final Project Report** in **English** language. The Final report consists of one volume (main part) with the results, a summary and conclusions and an appropriate number of volumes with the annexes containing all the details, relevant data, analyses, calculations, drawings, sketches, photos, implementation notes etc. required for an understanding of the main part. Also to be submitted is a reasonable summary on the initial situation, the results, the required/ implemented measures, the implementation concept, the timetable, the cost schedule, lessons learnt etc.

## 4.2 Scheduling of Reports

The following schedule for reporting shall apply for submission of the reports. All reports shall be submitted in English (1 copy) to the MoWEM and in parallel in the electronic version to the MoWEM and to KfW by e-mail. Deadlines given for the reports are understood for the submission of the Draft versions of the reports in electronic form. The Final versions shall be submitted, if not otherwise defined, not later than 2 weeks after the receipt of the comments from the MoWEM and KfW.

Report	Submission (after commencement)
<b>Overall Project Management and Inception</b>	
Inception Report (Feasibility Study Review and Verification)	8 weeks
<b>Component 1 – Water supply measures</b>	
Pre-qualification documents	4 months
Detailed Design	7 months
Pre-qualification evaluation report	7 months

ESIA Report and national EIA Reports for each facility according to National Legislation <sup>1</sup> , and all related reports (SEP, LACP, LRP, etc.)	7 months
Tender documents	8 months
Tender evaluation report	10 months
Project completion report (Provisional acceptance and handover of facilities)	34 months
DNP (duration 12 months) Inspection reports	Quarterly during defects notification
Final project report	48 months
<b>Component 2 – Water resources management measures</b>	
Water resources management concept report	6 months
Bidding documents for monitoring equipment and other technical components required for set-up of the system	6 months
Training plan for initial and refresher trainings of MoWEMs staff, including elaboration of training materials	9 months
WRM Interim report 1	12 months
WRM Interim report 2	24 months
WRM Interim report 3	36 months
WRM Final report	48 months
<b>Component 3 – Sanitation and solid waste measures</b>	
Sanitation and solid waste measures report	12 months
Design and bidding documents for sanitation and solid waste measures	15 months
Training materials for hygiene measures and for operation and maintenance for facilities and equipment	22 months
Final project report (included into final report for water supply measures)	48 months
<b>Component 4 – Non-technical measures</b>	
Tariff Enhancement and Performance Improvement Report	5 months
Public awareness enhancement concept	6 months
Non-technical measures final report	18 months
<b>Others</b>	
Monthly reports	Regularly after project inception
Quarterly reports	Regularly after project inception
ESMP and related reporting	as part of monthly reports
Annual review of ESCP	Annually

The same reporting structure as for component 1 applies to the optional services for additional water supply measures. The submission dates for the reports of the optional services are set on the basis of the agreement that the optional services will be financed and the activation of the consulting contract of the same. Furthermore, the following additional deliverable is required for the optional services:

<b>Optional services</b>	
<b>Report</b>	<b>Submission</b> (after commencement of optional services)
Interim report	6 weeks

<sup>1</sup> To be agreed with the permitting authorities, the Employer and KfW. If possible, ESIA and EIA reports could be combined if national and KfW requirements can be considered.

Preliminary design	3 months
Pre-qualification documents	3 months
Detailed Design	5 months
Pre-qualification evaluation report	6 months
ESIA Report and national EIA Reports for each facility according to National Legislation <sup>2</sup> , and all related reports (SEP, LACP, LRP, etc.)	6 months
Tender documents	6 months
Tender evaluation report	9 months
Project completion report (Provisional acceptance and handover of facilities)	28 months
DNP (duration 12 months) Inspection reports	Quarterly during defects notification
Final project report	48 months

The timing of the reports can also be found in the tentative Project Implementation Schedule (Annex 1) and is subject to final coordination with MoWEM and KfW during inception phase and project implementation. The above describes the main reports to be provided during the project execution. There can be other subordinated reports necessary, which have to be coordinated between the MoWEM and the Consultant during project execution.

MoWEM, and KfW, shall comment all reports as soon as possible but should not comment later than two (2) weeks after submission to avoid delaying the continuation of work or the payment of the Consultant. The reports have to be accepted both by MoWEM and KfW.

Copyright of the reports belongs to the Consultant. By signing the contract, he grants the irrevocable and exclusive right to use these reports to MoWEM and KfW.

### 4.3 Visibility

In parallel with the aforementioned reporting obligations, it is necessary to ensure that the measures implemented meet the requirements and demands of KfW and the EU with regard to visibility and public impact. Accordingly, the consultant must develop a concept that outlines how the requirements regarding visibility can be achieved. The expenses for implementing this concept will be covered by the provisional sum specified in clause 16.1 of the data sheet section II. Visibility measures comprise, but are not restricted to:

**Branding and labelling:** Implemented project measures have to bear the development bank's logo or joint funding notices on construction signs, publications and at events.

**Information material:** Brochures, press releases, social media posts or radio spots that make it clear that the funding comes from development bank funds.

**Events:** Groundbreaking ceremonies, inaugurations or press events with clear mention of the donor.

<sup>2</sup> To be agreed with the permitting authorities, the Employer and KfW. If possible, ESIA and EIA reports could be combined if national and KfW requirements can be considered.

Recipients of EU funding have a general obligation to acknowledge the origin and ensure the visibility of any EU funding received. The visibility obligations apply equally, regardless of whether the actions concerned are implemented by the European Commission, through grants and procurement contracts, or partners through indirect management.

The guidelines on the visibility of the EU in external actions listed under the following link must be observed:

[https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions\\_en](https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en)

## **5 IMPLEMENTATION SCHEDULE**

The project duration is expected to be 48 months. The start of the consulting services of for project implementation is planned for the first quarter of 2026.

The services for all four components will start in parallel right at the beginning of the assignment. The duration of the individual project phases can be found in the tentative Project Implementation Schedule (Annex 1).

It is expected that the project execution will start not later than 4 weeks after signing of the contract (mobilization period) with the first step, the inception phase with review of the Feasibility Study and other relevant documents. A maximum of eight weeks is planned for this phase due to the comprehensive Feasibility Study.

Project execution shall be performed in close cooperation with the core staff of MoWEM. Regular information and coordination meetings as deemed reasonable by the Consultant shall be proposed in the technical offer and held according to the project progress. It is expected that after the submission of the Inception Report a workshop is held where the updated information on the content of the services will be presented and discussed. Costs for organization of this workshop shall be included in the financial offer. Relevant stakeholders and members of MoWEM and other relevant bodies shall be invited to this workshop. Other workshops and/or public presentation of project results shall be included in the proposal as deemed necessary by the Consultant.

### **Assumptions for the Timeline of the Optional Services**

It is currently not possible to assume, if the optional services will commence in parallel to the regular services or with delay. For optimisation of staff resources the Consultant shall assume that the optional services start six months after commencement of the regular services with the preliminary design for the additional schemes. At that point considerable parts of the design for the main schemes should be completed and the experts involved can continue with works for the additional schemes. The same applies for the preparation of the tender documents.

Under this assumption, construction works for the additional schemes would commence later than the main works. Nevertheless, a shortened implementation period should be assumed for the additional works so that the main works and optional works can be completed at the same time.

The Consultant shall prepare the technical and financial proposal on basis of the assumed implementation schedule for main and optional services.

The Consultant is requested to outline in the technical proposal, how he would change his schedule and work plan if the optional services were to start

- a) at the same time as the main services or
- b) even with further delay than assumed in the timeline for optional services.

## **6 LOGISTICS**

The MoWEM will be the implementing agency and the contracting partner for the Consultant. Within MoWEM, the Project Implementation Unit to be represented by a Project Coordinator for KfW projects will act for the purposes of the Project execution. It will be the Consultant's duty to maintain close contacts with MoWEM on all aspects of the Project. As a matter of principle, all formal communications, relating to the Project, will be addressed to the MoWEM with the attention of the Project Coordinator.

The Consultant has to provide the necessary staff (administrative/technical, foreign/local personnel, translator), which is required for the execution of his services. In order to enhance the local technical skill and experience, cooperation with qualified national experts and/or consulting companies is strongly recommended.

The Consultant has to arrange for adequately furnished offices and the necessary office equipment including communication facilities. The project office must be located on the island of Pemba.

The Consultant is invited to give details on the envisaged logistical set-up for the execution of the services in his technical offer. All furniture, technical and office equipment as well as all vehicles shall be offered as monthly lump sum items, which include cost for lease or rent of project vehicles/equipment or depreciation cost, as well as operation cost.

MoWEM will provide free of charge all existing information, data, reports and maps as far as available and will assist the Consultant in obtaining other relevant information and materials from local institutions and authorities as far as possible. However, it is the duty of the Consultant to check availability, quality and suitability of this information. The information, data, reports etc. as mentioned above will be available for the Consultant's unlimited use during execution of the proposed services. All these documents used by the Consultant must be returned to MoWEM respectively upon completion of the assignment. Due provision shall be made in the proposal in case he has to procure maps, aerial photographs, meteorological, hydrological and geological data, etc. necessary to carry out the services at his own cost.

In general, the competent authorities of MoWEM will facilitate all staff permits, authorisations and licenses required for performance of the Consultant's services in the country. MoWEM will assist the Consultant in customs clearance of all equipment, materials and personal effects to be imported (and re-exported upon completion of his assignment) for the purpose of the execution of the works.

## 7 STAFFING

The Consultant must demonstrate that he has suitably qualified and experienced experts among its key personnel, who have the appropriate level of academic and professional qualifications and experience gained in similar projects and countries to recognize and to deliver with respect to the management requirements, both, the technical requirements and the Environment, Social, Health and Safety (ESHS) aspects.

The consulting team should consist of qualified International and national experts with the key experts having specific professional experience in their relevant fields, supplemented by a qualified pool of experts. The Consultant is encouraged to employ national staff as far as possible and indicate in the proposal, which services will be rendered by national experts.

### **Team Leader Concept**

The consultant's team must be led by a professional international **Team Leader** who assumes overall responsibility for the implementation of the assignment, at least in the initial phase. The Team Leader shall have sound experience in managing of comprehensive projects and multi-sectoral teams of experts. Experience in the water and sanitation sector is likewise important.

The team leader concept is designed so that in accordance with the time schedule in the first 12 months of the assignment, a highly qualified water and sanitation expert takes on the role of the team leader. In addition, he will assume overall responsibility for the services to be provided under components 2, 3 and 4, which will be handled by the relevant experts.

The experience of the nominated team leader is assessed in terms of the qualification criteria as a team leader, but also in terms of the respective professional qualifications in water supply and sanitation. The time input for the team leader shall be allocated in the work schedule and in the financial proposal under Component 1.

In the remaining period of the assignment, as soon as construction works commence (after month 12), the Chief Resident Engineer will take over the management of the team. It is assumed that at this point in time apart from completion of the design and tendering works for Component 1 also preparatory and design works for the other components are completed and that construction supervision is in the focus of the Chief Resident Engineers tasks. From this point onwards, the remaining services for Components 2, 3 and 4 are the responsibility of the relevant experts, however still monitored by the Chief Resident Engineer, as the focal point on site. The time input of the Chief Resident Engineer shall be offered on a time-based basis in accordance with the assumptions stated in the data sheet.

The same applies to the deputy team leader, who must be on site constantly during the entire duration of the assignment, with parts of the time input being spent on the deputy team leader's tasks, however in addition taking over the tasks of another expert. The national deputy team leader shall have likewise managerial experiences, but as well experience in the implementation of infrastructure projects of similar nature.

### **Further information concerning experts:**

The supervision personnel shall have general experience in the management and supervision in constructions and specific experience in FIDIC based type of contracts and as well with contracts for supply of equipment.

During the supervision, the Consultant shall have appropriate personnel present on the site in accordance with the working schedules agreed with the contractors, which usually comprise 6 days a week. The Consultant shall be aware that the Contractor may require carrying out works outside the statutory working hours, subject to the request for approval by the Engineer. Accordingly, the Consultant shall plan for this eventuality and shall include any overtime costs within his rates.

The ruling language of the project is English. All the team members, assigned by the Consultant, must possess sufficient proficiency in the English language. In addition, the Consultant shall provide adequate administrative staff (secretary, drivers, accountant, etc.) needed to support the experts team.

The experience and qualifications of the proposed experts are the decisive criteria in the evaluation. Consultants are also expected to ensure a balanced gender ratio in their team.

Experts can fill several staff positions and will receive points for all positions, if the positions are part-time, it is logistically possible to split them, and, in especially only if the expert is qualified for all positions he is appointed for.

**Note:**

An expert is considered as international expert, if he/she has gained adequate professional experience outside his home country in internationally financed projects (min 3 years) during his/her professional work. International experts shall be considered for key-positions.

The years of experience, qualification, country experience and number of Projects are the key indicators to assess the points awarded for each expert.

Regional experience refers to project experience sub-Saharan countries.

The tables presented in the following chapters represent minimum requirements in terms of type of experts.

Team leader positions
<p><b>Key expert 1</b></p> <p><b>Team Leader</b></p> <ul style="list-style-type: none"> <li>- International</li> </ul> <p><u>Professional experience:</u></p> <p>15 years of international professional experience in the water supply and sanitation sector;</p> <p>University degree in a relevant field;</p> <p>Excellent command of oral and written English.</p> <p><u>Project/task related experience:</u></p>

Project management for at least 4 projects (international experience) of similar nature in the water supply and sanitation sector;

Experience with groundwater monitoring and modelling and/or knowledge of institutional consulting for public utilities in the water supply and sanitation sector would be an asset;

Preparation of detailed design and preparation of tender documents for water supply and sanitation infrastructure and profound knowledge of FIDIC/conditions of contracts is essential;

Team leader experience:

A minimum of 10 years' experience as a team leader for projects with similar magnitude and complexity in project management of a team composed of international and national experts.

Local and regional experience

in sub-Saharan Africa

Employment status with firm

100% for 5 years and more as employee

**Key expert 2**

**Chief Resident Engineer**

- International
- full time during construction supervision
- part time during DNP

Professional experience:

15 years of international professional experience with construction projects preferably in the water supply and sanitation sector;

University degree in civil engineering, or equivalent;

Excellent command of oral and written English.

Project/task related experience:

Profound knowledge of FIDIC/ conditions of contracts, etc.;

Project management for at least 4 projects (international experience) of similar nature in contract management and construction supervision of water supply and sanitation projects.

Team leader / Management experience:

Sound experience in project management of a team composed of international and national experts.

Local and regional experience

in sub-Saharan Africa

Employment status with firm

100% for 5 years and more as employee

**Key expert 3**

**Deputy Team Leader/ Deputy Resident Engineer**

- national

Professional experience:

10 years professional experience preferably in the water supply and sanitation sectors or at least the construction sector.

University degree in civil engineering or equivalent;

Excellent command of oral and written English.

Project/task related experience:

Sound experience in project management of water supply and sanitation or similar projects;

Experience with ground water monitoring and modelling would be an asset;

Team leader experience:

A minimum of 5 years' experience as a (deputy) team leader for projects with similar magnitude and complexity.

**Other key staff to be employed on the project**

**Key expert 4**

**Water resources management expert**

**(Hydrogeological/ groundwater modelling expert)**

- International
- Part time in the relevant phases of the assignment

Professional experience:

10 years of international professional experience in the concerning field;

University degree in civil or environmental engineering, or equivalent;

Excellent command of oral and written English.

Project/task related experience:

Experience with at least 4 projects (international experience) of similar nature concerning ground water monitoring and/or modelling;

**Key expert 5**

**Institutional/ tariff expert**

- International
- Part time in the relevant phases of the assignment

Professional experience:

10 years of international professional experience with institutional services for water utilities;  
University degree in management, economics, social sciences or related subjects, or equivalent;

Excellent command of oral and written English.

Project/task related experience:

Experience in at least 4 projects (international experience) of similar nature;

Profound experience with the development of tariff systems and organisational development preferably in water supply and sanitation sector;

Expertise in organisational development and institutional strengthening.

**Experts pool**

### **Additional Experts**

- International and/or national
- Part time in the relevant phases in accordance with the requirements for this assignment and with the staffing schedule

Additional experts for the specific tasks of the project with profound experience in the relevant fields:

- Civil engineering expert - experienced in design and construction of water supply and sanitation facilities (international **and** national)
- Hydrogeological/ groundwater modelling expert (national)
- Electro-/Mechanical engineer
- Institutional expert (national)
- Procurement/ FIDIC expert (international)
- Public awareness campaign expert (national)
- Construction supervision experts (national)

#### Professional experience:

At least 8 years of professional experience in the relevant fields; substantial input in at least 2 projects of similar nature;

#### Project/task related experience:

Related experience preferably gathered in water supply and sanitation projects.

Good command of oral and written English.

### **Environmental and Social experts for elaboration of E&S studies and permitting**

- international **and** national
- part time in the relevant phases of the assignment

#### Professional experience:

10 years of international/national professional experience with preparation of E&S studies and permitting (national expert needs permitting experience in Tanzania/Zanzibar), preferably related to water supply and sanitation projects;

University degree in environmental engineering, social sciences or equivalent;

Good command of oral and written English.

Knowledge of Suahili language would be an asset for the international expert and is a must for the national expert.

#### Project/task related experience:

International/national experience of at least 5 projects of similar nature, preferably in the water supply and sanitation sector. One of the experts should have experience in ESIA/ESMP/SEP/LRP etc. preparation in the sector;

Experience in regards of gender-sensitivity issues, as well as peace and conflict related assessments is required.

### **ESHS/OHS systems implementation experts**

- international **and** national
- part time during the entire assignment

- ESHS/OHS-experience can be provided by one of the before mentioned experts, but this should be clearly stated in the staffing schedule

Professional experience:

5 years of professional experience with Environmental/Social/Health/Safety issues and system implementation, preferably in public companies/water utilities during implementation of infrastructure and construction projects;

University or similar degree in civil or environmental engineering, or equivalent;

Good command of oral and written English.

Knowledge of Suahili language would be an asset for the international expert and is a must for the national expert.

Project/task related experience:

Related experience preferably in water supply and sanitation projects and companies.

International/national experience of at least 5 projects of similar nature or 5 years as ESHS/OHS manager in the public or private sector, preferably in the water supply and sanitation sector.

One of the experts should have experience in the water supply and sanitation sector, the other can show experience in similar sectors.

Experience in the waste management sector will be higher evaluated.

Efficient management and backstopping staff shall be made available to supervise and support the team at home and abroad. All the costs related to support staff must be included in the fee rates of the experts. The costs of equipment, logistics and transport for the support of the Tenderer shall be priced separately.

## 8 RELEVANT DOCUMENTS

The following relevant documents will be made available to the Bidders:

*Zanzibar Water Security Project (Feasibility Study) - Final Report*

- *Volume I: Main Report - November 2023*

- *Volume II: Annexes - November 2023*

- *Volume III: Preliminary ESIA Screening and Scoping Report - November 2023*

*Zanzibar Water Security Project – Final Interim Report*

- *Volume I: Main Report - July 2023*

[illegible]

## Annex 2: Project Indicators and Results Matrix

### Main Water Supply Schemes under FC Funding

Summary	Success indicators	Verification sources	Assumptions / Risks
<b>Overall Objective of German Development Cooperation:</b>  Improvement of the living conditions of the Zanzibari population and strengthening of their resilience to climate change.	Not (yet) available	n.a.	
<b>Objective of the module:</b>  Water resource management and drinking water supply in the project area are sustainably improved.	<b>Indicators for the four water schemes (Ole, Kengeja, Madenjani, Pandani)</b> <ol style="list-style-type: none"> <li><u>Per capita consumption of produced drinking water in the project area:</u> Baseline 2023: 23L Target 2029: ≥70L</li> <li><u>Coverage of water consumption (connected households, persons, disaggregated by gender):</u> Baseline 2023: Target 2029: 83,000 people</li> <li><u>Water quality (residual chlorine measured at consumer's point):</u> Baseline 2023: no chlorination Target 2029: &gt;0≤0.5mg/L%</li> <li><u>Open defecation rate (ODR)</u> Baseline 2023: 30% Target 2029: 5%</li> </ol>	<ul style="list-style-type: none"> <li>MoWEM's audited financial and annual reports</li> <li>ZURA's performance evaluation reports</li> <li>MoWEM's tariffs schedules and business plans</li> <li>Final evaluation reports</li> </ul>	<ul style="list-style-type: none"> <li>The communities in the four water schemes areas are willing to pay cost recovering water tariffs</li> <li>Cost revering water tariffs are reviewed and adjusted</li> <li>The communities in the four water schemes areas are willing to improve their on-site sanitation facilities</li> <li>By-laws regarding the protection of the environment and water catchments areas are enforced</li> </ul>

Output	Indicators	Verification sources	Assumptions / Risks
<b>1. Drinking water systems are operational</b>	<p><u>1.1 Availability of water services in the project area:</u></p> <p>Base value 2023: 12 hrs/d Target value 2029: 24 hrs/d</p> <p><u>1.2 Non-revenue water:</u></p> <p>Base value 2023: 60% Target value 2029: 35%</p> <p><u>1.3 Additional installed water storage capacities:</u></p> <p>Base value 2023: 0 m<sup>3</sup> Target value 2029: 6.600 m<sup>3</sup></p> <p><u>1.4 Length of the transmission and transmission and distribution networks renewed by the project:</u></p> <p>Baseline 2023: 0 Target 2029: 97,6 km</p>	<ul style="list-style-type: none"> <li>• MoWEM's audited financial and annual reports</li> <li>• ZURA's performance assessment reports</li> <li>• MoWEM's tariffs schedules and business plans</li> <li>• Final evaluation reports</li> </ul>	<ul style="list-style-type: none"> <li>• MoWEM remains committed to its five-years strategic plans</li> <li>• MoWEM recruits more staff</li> <li>• Water users are willing to pay</li> <li>• The communities are sensitized on the sanitation and hygiene best practices</li> </ul>
<b>2. Groundwater is protected from contamination</b>	<p><u>2.1 Number of households (HH) in the water catchment areas with improved sanitary facilities on site:</u></p> <p>Baseline 2023: 0% HH Target value 2029: 100% HH</p> <p><u>2.2 Additional capacities created for public toilets (number of people served):</u></p>		

	<p>Base value 2023: - Target value 2029: 360</p> <p><u>2.3 Number of people reached through hygiene sensitization campaigns:</u></p> <p>Base value 2023: none Target value 2029: 80,000</p>		
<b>3. A groundwater monitoring and modelling system is established and operated</b>	<p><u>3.1 Number of groundwater monitoring sites selected and operated by the project (on Pemba and Unguja):</u></p> <p>Baseline 2023: none Target value 2029: 80</p> <p><u>3.2 Number of stakeholder consultations held for the introduction of new water tariffs:</u></p> <p>Base value 2023: none Target value 2029: 36 institutions and Shehias</p>		
<b>4. The Governance of the water supply sector in Zanzibar is improved</b>	<p><u>4.1 Number of staff members of the Recipient trained through the project in technical maintenance, smart metering, procurement, or groundwater monitoring/modelling:</u></p> <p>Base value 2023: none Target value 2029: 40</p>		

Key activities for Outputs			
<b>Activities for Result 1:</b> <ul style="list-style-type: none"> <li>Increased water productivity by rehabilitating the existing boreholes and developing new ones</li> <li>Increased water storage capacity by constructing storage tanks</li> <li>Rehabilitation and construction of new water pipelines (transmission and distribution lines)</li> <li>Installation/construction of water treatment facilities</li> <li>Enhancing the establishment of household connections</li> </ul>			
<b>Activities for Result 2:</b> <ul style="list-style-type: none"> <li>Conduct inventory of critical sanitation and solid waste practices in the project areas</li> <li>Conduct hygiene and water sensitization campaigns</li> <li>Construction of communal and public toilets (if required)</li> <li>Improve sanitation of HH in proximity of the boreholes (if required)</li> <li>Procurement of fecal sludge emptying and transportation equipment (if required)</li> </ul>			
<b>Activities for Result 3:</b> <ul style="list-style-type: none"> <li>Conduct groundwater and surface water monitoring from 96 monitoring points for the period of five years</li> <li>Establishment of groundwater models for selected aquifers</li> </ul>			

<b>Activities for Result 4:</b> <ul style="list-style-type: none"><li>• Conduct capacity building of MoWEM on all aspects of management and operations</li><li>• Conduct baseline and consumer survey to ascertain willingness and ability to pay</li><li>• Installation of water meters for water balancing (according to IWA definition)</li><li>• Conduct customer survey and update customer database.</li><li>• Conduct water consumer sensitization campaigns coupled with a sanctioning policy</li></ul>			
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## Optional (additional) Water Supply Schemes under EU Funding

Summary	Success indicators	Verification sources	Assumptions / Risks
<b>Overall Objective of German Development Cooperation:</b>  Improvement of the living conditions of the Zanzibari population and strengthening of their resilience to climate change.	Not (yet) available	n.a.	
<b>Objective of the module:</b>  Water resource management and drinking water supply in the project area are sustainably improved.	<b>Indicators for the three water schemes (Chokocho, Wawi, and Wingwi)</b> <ol style="list-style-type: none"> <li><u>Per capita consumption of produced drinking water in the project area:</u>  Baseline 2024: 23L Target 2029: ≥70L</li> <li><u>Accessibility of the water supply system (by persons, disaggregated by gender):</u>  Baseline 2024: 35,016 people Target 2029: 50.000 people</li> <li><u>Water quality (residual chlorine measured at consumer's point):</u>  Baseline 2024: no chlorination Target 2029: &gt;0≤0.5mg/l%</li> <li><u>Open defecation rate (ODR)</u>  Baseline 2024: 30% Target 2029: 5%</li> </ol>	<ul style="list-style-type: none"> <li>MOWEM's audited financial and annual reports</li> <li>ZURA's performance evaluation reports</li> <li>MOWEM's tariffs schedules and strategic plans and policy</li> <li>Final evaluation reports</li> </ul>	<ul style="list-style-type: none"> <li>The communities in the three water schemes areas are willing to pay cost recovering water tariffs</li> <li>Cost revering water tariffs are reviewed and adjusted</li> <li>The communities in the three water schemes areas are willing to improve their on-site sanitation facilities</li> <li>By-laws and guidelines regarding the protection of the environment and water catchments areas are enforced</li> </ul>

Output	Indicators	Verification sources	Assumptions / Risks
<b>1. Drinking water systems are operational</b>	<p><u>1.1 Availability of water services in the project area:</u></p> <p>Base value 2024: 12 hrs/d Target value 2029: 24 hrs/d</p> <p><u>1.2 Non-revenue water:</u></p> <p>Base value 2024: 60% Target value 2029: 35%</p> <p><u>1.3 Additional installed water storage capacities:</u></p> <p>Base value 2024: 0 m<sup>3</sup> Target value 2029: tdb<sup>3</sup></p> <p><u>1.4 Length of the transmission and distribution networks renewed by the project:</u></p> <p>Baseline 2024: 0 Target 2029: tbd<sup>4</sup></p>	<ul style="list-style-type: none"> <li>• MOWEM's audited financial and annual reports</li> <li>• ZURA's performance assessment reports</li> <li>• MOWEM's tariffs schedules and strategic plans and policy</li> <li>• Final evaluation reports</li> </ul>	<ul style="list-style-type: none"> <li>• MOWEM remains committed to its five-years strategic plans</li> <li>• MOWEM recruits more staff</li> <li>• Water users are willing to pay</li> <li>• The communities are sensitized on the sanitation and hygiene best practices</li> </ul>
<b>2. Groundwater is protected from contamination</b>	<p><u>2.1 Households (HH) in the water catchment areas with improved sanitary facilities on site:</u></p> <p>Baseline 2024: 0% HH Target value 2029: 75% HH</p> <p><u>2.2 Additional capacities created for public toilets (number of people served):</u></p>		

<sup>3</sup> To be specified by the preliminary design report

<sup>4</sup> To be specified by the preliminary design report

	<p>Base value 2024: 0 Target value 2029: 18.000<sup>5</sup></p> <p><u>2.3 Number of people reached through hygiene sensitization campaigns:</u></p> <p>Base value 2024: none Target value 2029: 40,000</p>		
<b>3. The Governance of the water supply sector in Zanzibar is improved</b>	<p><u>4.1 Number of staff members of the MoWEM trained through the project in procurement(contract management) and groundwater monitoring/modelling:</u></p> <p>Base value 2024: none Target value 2029: 10</p>	<ul style="list-style-type: none"> <li>• Training and Awareness Concept</li> <li>• Final reports</li> </ul>	<ul style="list-style-type: none"> <li>• The communities are sensitized on the sanitation and hygiene best practices</li> </ul>
<b>Key activities for Outputs</b>			
<p><b>Activities for output 1:</b></p> <ul style="list-style-type: none"> <li>• Increased water productivity by rehabilitating the existing boreholes and developing new ones</li> <li>• Increased water storage capacity by constructing storage tanks</li> <li>• Rehabilitation and construction of new water pipelines (transmission and distribution lines)</li> <li>• Installation/construction of water treatment facilities</li> <li>• Enhancing the establishment of household connections with metering</li> </ul>			

<sup>5</sup> With a design horizon set for 2034 and an average annual growth rate of 2.9%, the projected population in 2034 is estimated to be approximately 73,000 people. In order to have reduced the OD rate from 30% down to 5% additional public toilette capacities for around 18,000 people are required.

<p><b>Activities for output 2:</b></p> <ul style="list-style-type: none"> <li>• Conduct inventory of critical sanitation and solid waste practices in the project areas</li> <li>• Conduct hygiene and water sensitization campaigns</li> <li>• Construction of communal and public toilets (if required)</li> <li>• Improve sanitation of HH in proximity of the boreholes (if required)</li> <li>• Procurement of fecal sludge emptying and transportation equipment (if required)</li> <li>• Fencing of protection zone 1 (financed pumping station)</li> </ul>			
<p><b>Activities for output 3:</b></p> <ul style="list-style-type: none"> <li>• Conduct capacity building of MoWEM on all aspects of management and operations</li> <li>• Conduct baseline and consumer survey to ascertain willingness and ability to pay</li> <li>• Installation of water meters for water balancing (according to IWA definition)</li> <li>• Conduct customer survey and update customer database.</li> <li>• Conduct water consumer sensitization campaigns coupled with a sanctioning policy</li> </ul>			

### **Annex 3: Structure for Works/ Employer's Requirements of the Bidding Documents**

The Bidding Documents shall be built up in a modular way, being a kind of “building set” easily adaptable to any requirement by adding/deleting according chapters of specification parts and data sheet parts.

- Repetitions of similar text passages shall be avoided, common requirements shall be superordinated and concentrated;
- Structuring of Technical Specifications and related Data Sheets shall be product-oriented with regard to today's supply chains; specifications for particular equipment shall not be described in multiple different chapters but grouped together. The structuring shall allow the Contractor easily to extract parts thereof and give according orders to subcontractors;
- No transcriptions of standards shall be done but only be referenced to such standards;
- Designations shall be used in conformity with according definitions in the relevant standard;
- Test requirements shall be listed and also referenced to according standard(s).

The Scope of Work shall define what to provide, the GTR, PTR and specifications shall define how to provide and the Data Sheets shall define the technical properties to be provided.

For the Bidding Documents the following structure as a strict recommendation shall be considered:

**A. Project description and Scope of Work (SoW)**

SoW shall give a project description and shall define in a quantitative manner all the services, works and goods to be provided and performed by the Contractor, if applicable sub-structured by different Lots;

**B. Project procedures (PP)**

PP shall show project details as Project Organization and Administration, Reporting, Meetings, Project Documentation, Review/Approval Procedure, Quality Assurance and Time Programme

**C. General Technical Requirements (GTR)**

GTR shall contain inalterable and general requirements applicable to all and any kind of Technical Specifications and Technical Data Sheets (e.g. standards, system of measurements, corrosion protection, packing and storing, basics of tests and inspection, ...);

**D. Particular Technical Requirements (PTR)**

PTR shall contain all project specific and country specific requirements applicable to all and any kind of technical specifications and technical data sheets (e.g. language, national standards, general data [environmental, electrical, insulation coordination, distances and clearances, operating voltages, fire ratings, climatic and environmental conditions, colours, marking and labels, document submittal schedule, site infrastructure, ...);

E. Technical Specifications (TS)

TS shall contain all basic requirements related to the particular equipment and works without mentioning any particular and variable technical data (functionality and basic requirements of: civil works, transformers, auxiliary supply, ...). The TS shall be clearly sub-structured per major equipment and works;

F. Data Sheets (DS) and Bill of Quantity (BoQ)

DS shall contain all particular technical data defining the particular technical data of a specification (e.g. minimum failing load, creepage distance, ...), BoQ itemises materials, parts, and labour (and their costs). The DS and the BoQ shall be clearly sub-structured per major equipment and works;

G. Tender Drawings

Tender Drawings shall contain all necessary drawings (e.g. basic plant layout, single line diagram, ...)

H. Environmental Requirements (if not included in GTR and PTR)

probably split again into general and particular requirements, furthermore detailed ESHS requirements might be added here as stipulated by KfW Competence Center Climate and Energy and KfW Competence Centre for Environmental and Social Sustainability.

## **Annex 4: Reporting Requirements**

### **Content**

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4. Inception Report.....	6
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7. Incident Report.....	18

## 1. General

In projects financed by KfW the Borrower/Recipient/Project Executing Agency (PEA) commits to provide substantial reporting to KfW. This document, the “KfW Reporting Requirements”, represents a collection of particular reporting requirements stated in various guidelines and documents of KfW. To such an extent the “KfW Reporting Requirements” are a standard Annex to the Separate Agreement to Financing Agreements (Loan or Grant Agreements) and to the Terms of Reference (ToR) for Consultancy Services.

The “Reporting Requirements” are the general and basic Reporting Requirements of KfW towards the Borrower/Recipient/PEA. The reports shall be countersigned by the Implementation Consultant, if applicable. In case another party (e.g. Implementation Consultant) is charged to write the necessary reports, any report not drafted by the Borrower/Recipient/PEA itself but delegated to another party, shall be commented on or approved by countersigning of the Borrower/Recipient.

It is the purpose of this document to give guidance for any type of reporting towards KfW, so it should be tailored to any particular project and type of services. It needs to be used as appropriate, i.e. the chapters are to be utilised to the extent to which they may be applicable. This document is a recommendation on what to include and how to structure reports. It consists of a standard table of content, with essential aspects per chapter, a list of possible annexes and examples for graphical illustrations. More specific requirements of the following types of reports are covered in particular sections:

- Application/ Offer Opening and Evaluation Report;
- Inception Report;
- Project Planning Report;
- Progress Report;
- Incident Report

This document’s structure and main contents and items shall remain unchanged. If the requirements stipulated in this document are deemed insufficient, necessary additional and more detailed requirements and limitations may be specified in the Separate Agreement/ ToR/ ... (as applicable).

## 2. Common Requirements

A Report is to be understood as documented information being distributed to all relevant stakeholders. Its preparation shall follow basic documentation quality as stated in ISO 9001 Clause 7.5 Documented Information. All reports shall be prepared in a highly professional manner, in terms of content, comprehension, conciseness and format.

Reports shall contain at least a cover sheet, a table of content, a list of abbreviations and an executive summary.

A cover sheet shall contain key information and data as applicable:

- Client/ Partner and Financier (name, contact person);
- Project Title;
- Project No./ BMZ No.;
- Consultant (name, contact person);
- Contractor/ Supplier/ Subcontractor (name, contact person);
- Reporting title, report number and reporting period;
- Main contractual dates (date of Contract Agreement, start of construction works, completion date, [if applicable]);
- Time elapsed/ remaining;
- Header/ Footer;
- Revision Index, date of issuance, prepared/ approved by.

All subsequent pages including any annexes shall be provided with header and footer containing the following minimum information:

- Legal owner;
- Document reference;
- Revision index;
- Page number;
- Number of pages.

A report shall be laid out and formatted in a neat and uniform manner. Readability is of utmost importance.

- Reports shall generally be formatted onto DIN A4 size portrait format. If the Client's country commonly uses other portrait paper formats (e.g., US Legal), those formats may be used;
- Illustrations and Annexes may use DIN A4 or DIN A3 size portrait and landscape formats;
- Any colours used for formatting shall give sufficient contrast for monochrome printing, main text shall be in deep black colour;
- The text shall have left-and-right justification together with hyphenation;
- Text font shall be sans-serif (e.g. Arial), size should be 11-12 points. For foot-/end notes, headers and footers, 9 point font size may suffice;
- Character spacing other than Normal should be avoided;
- Left and right page borders should not be less than 2.5 cm on each side. With the amount of data to be put into headers and footers, 3 cm are advisable for the top and bottom borders;
- Line spacing shall generally be 1.15 lines. Paragraphs shall be visibly separated by adequate spacing;
- Common typefaces shall be used to ensure readability across platforms; alternatively all fonts used in the document shall be embedded.

Submission of reports shall be done preferably in MS-Word format for easier annotation; submission in pdf-format shall have enabled text capture functionality.

### **3. Application/ Offer Opening and Evaluation Report**

The minimum requirements of the content and structure of the Application/ Offer Opening and Evaluation Reports are defined in Appendix 6 of the Procurement Guidelines "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries". These are described in more detail below.

The PEA (supported by Consultant/ Tender Agent) shall provide KfW with a report of the opening (minutes of Application/ Offer opening) and of the evaluation of Applications (Prequalification evaluation report) and Offers (Proposal/ Bid evaluation report) as defined in the Guidelines.

These reports contain in general the following information and shall be provided for No-Objection:

### 3.1 Minutes of Application/ Offer Opening

1. Names of persons in charge of Application/ Offer opening (Application/ Offer opening committee);
2. Names of other participants (e.g. representatives of Applicants/ Bidders);
3. Date, time and venue of Offer opening;
4. Statement on the status of the envelopes:
  - Timely or delayed delivery;
  - Number of Application/ Offer originals/ copies;
  - Envelope(s) sealed properly;
5. Short description of opening procedure:
  - Which envelope has been opened? Outer/ inner envelope? Envelope containing qualification documents, Technical Offer and/ or Financial Offer?;
  - Both opened, originals and the copies? In case the copies were opened in a different location and thus in a different ceremony, a separate opening protocol for the opening of the copies is needed
  - Which envelopes remaining closed?;
  - For Financial Offer opening: price as per price sheet to be stated;
6. Date of preparation of the report and signature of all members of the Application/ Offer opening committee.

For paperless e-procurement Tender Processes equivalent evidence of Offer opening needs to be provided.

### 3.2 Prequalification and Offer Evaluation Reports

On completion of the Application/ Offer evaluation KfW shall be furnished within three weeks after the bid closing date with a detailed report on the evaluation and comparison of the Applications/ Offers. This shall include substantiated recommendation for the invitation of prequalified Applicants (Request for Proposal/ Instruction to Bidders [RfP/ ITB]) or Award of Contract. If appropriate this must be coordinated with the respective government agencies of the Partner Country who may be involved.

#### 3.2.1 Table of Contents

The general table of contents of evaluation reports looks as follows:

Chapters to be included in the report
Cover Page
1. Introduction
2. Results of Preliminary Evaluation
3. Application/ Offer Evaluation Process
4. Conclusion
Annexes

#### 3.2.2

## Sample of Content

Disclaimer: The list of issues to be presented in the reporting sections mentioned below is to be read as a minimum requirement and shall be adapted according to the needs of the Project and the recipients of the report.

### Cover Page: Key Data

- Content as indicated above under Common Requirements.
1. Introduction
    - Short information on project and Contract content;
    - Tender Procedure (e.g. International- National Competitive Bidding [ICB, NCB]), Single- or Two-Stage Selection, One- or Two-Envelope Submission undertaken;
    - What/ which stage/ envelope is being evaluated in the present report (e.g. Prequalification evaluation, technical Offer evaluation, financial Offer evaluation, combined evaluation);
    - Names of persons in charge of Application/ Offer evaluation (members of Application/ Offer evaluation committee);
    - Start and end of Application/ Offer submission period, including any extensions thereof with reasoning and proof of its publication;
    - Date and medium of publication of tender notice and in the case of Two-Stage Selection PQ-result notice, or when and how took place the invitation to interested/ preselected Persons (evidence of publication to be attached as annex to the report in the case of an ICB and an NCB);
    - In the case of a pre-bid meeting: date, time and venue; participants and minutes of discussion (minutes of meeting to be attached as annex to the report);
    - Clarifications/ addenda to Tender Documents during the Application/ Offer submission period (any clarifications with Applicants/ Bidders during the Application/ Offer submission period and during the evaluation phase to be attached as annex to the report).
  2. Results of Preliminary Examination
    - Names of all Applicants/ Bidders (minutes of Application/ Offer opening to be attached as annex to the report);
    - If the Application/ Offer fails preliminary acceptance, the reasons must be clearly explained and comprehensible (since rejection at this stage puts the Application/ Offer out of any further considerations, it has to be ensured that the decision to be rejected is justifiable);
    - Applications/ Offers which have been considered for further evaluation.
  3. Application/ Offer Evaluation Process
    - Basis for evaluation (e.g. KfW's Guidelines, Tender Documents, Public Procurement Regulations, sanction regime);
    - Results of evaluation (usually a summary is provided in the report and details are provided as annex to the report)
      - Pass/ fail criteria: have they been met or not?;
      - Scoring criteria: every score needs to be justified in accordance with the evaluation criteria and matrix.
  4. Conclusion
    - List of Applicants proposed to be invited to submit an Offer (Prequalification evaluation report), or which Bidders have submitted a technically responsive Offer and can be considered for financial evaluation (technical Offer Evaluation Report), or which Bidders have submitted a responsive financial offer (financial Offer Evaluation Report);

- List of identified errors, omissions, deficiencies or other subject matter for each Offer substantially compliant with the requirements of the RfP/ ITB and which will be subject to clarifications before Award of Contract;
- Which Applicants/ Bidders are rejected and for what reason;
- Final ranking (final/ financial Offer Evaluation Report), which Offer is first ranked/ has the lowest evaluated price and thus is proposed for Award of Contract;
- Issues (technical and financial) to be handled during Pre-Award Discussion;
- Signature of all members of the Application/ Offer evaluation committee, to be placed on the same page where the remaining bidders are listed, together with the recommendation to put them on the shortlist.

In order to assess the provided reports KfW reserves the right to ask the PEA for further documents, e.g. complete Offers or extracts thereof.

### 3.2.3 List of Annexes

(minimum requirement)

- PEA Approval of former evaluation report
- KfW No Objection to previous evaluation report
- Evidence of publication of Tender notice/ Result notice in the case of an ICB and an NCB;
- PEA Approval of Request for Proposal/ Bidding Documents
- KfW No Objection to Request for Proposal/ Bidding Documents
- Email confirmation of RfP/BD sent to all shortlisted Applicants/ Bidders
- PEA Approval of detailed Technical Evaluation Matrix
- KfW No Objection to detailed Technical Evaluation Matrix
- Minutes of pre-bid meeting;
- Clarifications with Applicants/ Bidders during the Application/ Offer submission period and during the evaluation phase;
- RfP/BD Addenda
- Minutes of Application/ Offer opening;
- Members of the Tender Evaluation Committee
- Details of results of evaluation tables with pass/ fail criteria and scoring criteria.

## 4. Inception Report

The inception report is to be prepared by the Consultant to document the activities of the Consultant during the inception phase of a project, but it also shall give a preview how the project is intended to be managed and executed. The inception report shall include:

- A detailed Work Plan for the implementation of the project, including a staffing schedule;
- An outline of Section 1 of a Project Planning and Design Report (PPR, see below), if applicable;
- Suggestions for changes that would enhance and improve performance of the system and/ or project;
- Project schedule and detailed cost estimates;
- Identification of additional required studies if necessary;
- Condition assessment of existing equipment/ facilities;
- Outline specifications for all plant and equipment for PEA review/ approval.

## 5. Project Planning Report

A project planning report shall be a continuation of the inception report. Therein, the concept and the technical solutions shall be described in all necessary details to allow preparation of Tender Documents in the next step of a project. The project planning report shall include as a minimum:

- A validation of the project concept, including measures to improve the performance of the system and/ or project;
- Detailed project schedules and cost estimates, which shall include post-commissioning maintenance requirements, if any;
- Proposals for additional studies, if necessary;
- An assessment of the existing equipment;
- An outline of the specifications for all new and replacement equipment, including post-commissioning maintenance requirements, if any;
- Review of PEA's overall Procurement Plan, Environmental and Social Commitment Plan (if applicable), showing the structure of Project Contracts/ Lots, budget lines, ESHS classifications for the different lots (according to the standards bidding documents), ...;
- Review of the timeline of the Environmental and Social Commitment Plan -ESCP (if applicable).

## 6. Progress Report

Progress Reports are prepared to document the implementation of a project during a certain period. Generally the reports shall be submitted quarterly - monthly and/or (bi-) annual submissions are possible if stipulated in the respective ToR - from the date of contract effectiveness until the completion of the consulting services.

The Progress Report for the final reporting period shall be replaced by a Project Completion Report. Nonetheless, it is important that all content required for a shorter-period progress report is included in a longer-period progress report, as these reports may have different focus.

A progress report shall override the respective progress reports of the shorter reporting period (e.g. quarterly report replaces monthly reports of that period).

The frequency of reporting should be adapted to the needs of the partners and co-financing institutions, but generally quarterly reports would be sufficient during Project implementation. Thus, not all of the reports presented in the table below eventually will be required. The requirements for reporting should also be in line with the stipulations of the Separate Agreement defining the information needs of KfW.

If not determined otherwise in the ToR, the main text of monthly reports should be limited to 1-2 pages, of quarterly reports to minimum 20 pages and annual reports to minimum 50 pages. Additional and more detailed information is to be presented in annexes. The main text should not be a copy and paste of the previous report with some amendments, but a concise report of the key information required.

If within a reporting period there is nothing to report on a particular chapter, this may also remain empty rather than being filled with repetitions!

## 6.1 Table of Contents

The table of contents of Progress Reports shall include the items listed in the chapters below. Not all items might be applicable, depending on the type of Consulting Services:

Chapters to be included in report	Monthly*	Quarterly	Annual	Feasibility	Implementation
Cover Page		x	x	x	x
1. Executive Summary		x	x	x	x
2. Project Background		x	x	x	x
3. Sector Environment/ Borrower/ PEA			x		x
4. Consultant's Activities, Staffing and Time Schedule	x	x	x	x	x
5. Progress of Services and Works		x	x		x
6. Financial Information	x	x	x	x	x
7. Quality Management		x	x		x
8. ESHS Performance	x	x	x		x
9. Deviations from Project Concept and Contracts	x	x	x	x	x
10. Risk Assessment and prospect of Achieving the Overall Project Goals		x	x	x	x
11. Monitoring of Achievements and Impacts			x		x
12. Outlook/ Recommendations	x	x	x	x	x
Specific requirements to be reported by PEA to KfW, e.g. financial status, capacity development, etc.				x	x

\* Specific template of a monthly progress report is presented at the end of the document.

## 6.2 Sample of Content

Disclaimer: The list of issues to be presented in the below-mentioned reporting sections is to be read as a general guidance, in no way concluding and shall be adapted according to the needs of the respective Project and the recipients of the reports.

### Cover Sheet: Key Data

- Content as indicated above under Common Requirements.

#### 1. Executive Summary:

to be written in an easily understandable and non-technical language, understandable also to non-experts

- Max. 2-3 pages;
- Status of design/ planning and (if applicable) construction progress;
- Contract Value and disbursement status/ cash-flow level (in %);
- Listing of important project milestones, compliance with time schedules and planned completion date, state of estimated costs/ current costs and expected costs at completion;
- Major changes to project concept or main components;
- Specific problems/ highlights.

#### 2. Project background

to be the only copy and paste chapter for all time quick project reference with a short description of:

- Objectives of the Project;
- Main measures;
- Construction site description with e.g. map, coordinates, general layout plan, project area of influence, ... (if applicable);
- Target group;
- Involved parties (Financing institute(s), PEA, Consultant, Contractor(s), Main Subcontractor(s), ...) with
  - contact person;
  - organization chart;
  - scope of works
- Short description on the institutional set up of the environmental, social, occupational health and safety organisation.

Any remarkable reported items of earlier reports should be shifted/ stated and clustered here to form a consistent project history.

#### 3. Sector Environment/ Borrower/ Recipient/ PEA

- Information on developments/ changes of the general economic and sector conditions which are relevant for the successful implementation of the Project;
- E.g. changes in regulations of the sector; changes in the national sector strategy, e.g. planning of high voltage transmission lines and construction of power plants; development of prices and tariff reforms; further data depending on the individual case: sector-specific or project-type related data (e.g. regional population development, market share, development of world market price), etc.;
- Assessment of PEA's capability to implement and operate the project. Touch upon financial and organisational aspects (liquidity, outstanding accounts, losses, production costs, new fields of operation).

**4. Progress of Consultant's Activities, Staffing and Time Schedule**

- Contractual Information (e.g. Consultants Services, Subconsultants);
- Consultant's Resources, Staffing, on-site/ back-office staffing, reporting of man months in actual period & next period, comparison of actual with target figures, remaining man-months;
- Main activities (e.g. of, construction supervision, performed services);
- Tendering/procurement performance
  - Monitoring of the procurement performance according to the current Procurement Plan:
    - Necessity of all listed contracts;
    - Validity of Time schedule;
    - Validity of Budget estimations;
    - Adequacy of Tender Procedures;
  - with deviations, highlighting of needed changes and suggestions for updating the Procurement Plan;
- Target/ actual comparison of activities;
- Preparation and approval of documents, together with a listing of concerned documents including submission and approval dates;
- Listing of meetings prepared (with project executing agency, construction meetings) and brief narration of content;
- Table of letter correspondence concerning time, cost and ESHS issues;
- Report on audits performed.

**5. Progress of Contractor's Services and/ or Construction Works (per lot/ component)**

To be presented per services/ lot/ component. In case of Joint Ventures (JV) and in case of Subcontractors items are applicable to any related party

- Contractual Information (e.g. Consultants Services, list of Contractor(s) and Subcontractors incl. brief description of each Contractor's tasks, contract volume and results, appendices);
- Consultant's/ Contractor's Resources (Staff and Equipment);
- Progress update on rendering of services and/ or supply of goods as applicable:
  - Goods:  
type and volume, delivery times, guarantees given, final inspection by manufacturer, acceptance;
  - Transports:  
type and volume; duration; insurance; storage on construction site;
  - Construction work:  
type and volume, machinery used, labour force employed; acceptance of construction work;
  - Installation work:  
type and volume, machinery used, labour force employed, personnel of suppliers;
  - Staff instruction:  
type and scope, number, qualification of operating staff, advanced training at the equipment supplier's;

- Commissioning:  
final acceptance, test runs, operating results; rectifications. Guarantee events (type and scope, consequences);
- Other activities:  
preliminary studies, awarding, type and scope, deadlines, personnel, material, external training, acceptance.
- Progress of Works/ Time Schedule (give details to above-listed items wherever applicable)
  - Comparison of contractual schedule and actual performance dates (start of construction, date of completion) (visualized in a tableau);
  - Information on the stage of completion for the main services/ components of the project;
  - Percentage progress of the works compared with the latest approved program schedule, together with a description and percentage estimate of the work programmed for the following periods;
  - Reasons for deviations/ delays, assessment of impact of deviations on time of commissioning and/ or financial planning and project completion;
  - Updated time schedule, including expected completion date by component;
  - Description of risks to meet the planned/ updated time schedule;
  - Claim management:  
pending/ settled/ potential claims by the contractor.

## **6. Financial Information**

- Cash Flow:
  - State of disbursements by the end of the reporting period per service/ contract;
  - Table with the invoice report, summarizing:
    - Invoices from all services/ contracts (identification number, date, amount, currency, payment status);
    - Total amount of each contract including amendments (if applicable);
    - Remainder of each contract (incl. amendments, including the difference between the total amount of the contracts and the sum of all invoices being paid, per currency [if applicable]).
- Table with overall state of disbursements of total project volume by the end of the reporting period;
- Table with forecast of disbursements for the next reporting period(s), with estimated time and amount of disbursement requests, as well as a preview of the payment schedule until the end of the project;
- In case of Disposition Fund: Table with total volume, remaining funds, state of disbursements, required funds for the next reporting period;
- In case of Interest Differential Funds: report on accrued amount and usage;
- Report on any circumstances jeopardizing the full financing of the project throughout its duration resp. maximum budget available;
- Status of Advance Payment and Performance Guarantees.

## **7. Quality Management (as applicable)**

- Description of (services/ construction) quality issues during reporting period including all details and measures taken, Consultant's assessment and recommendation;
- Status of other open quality issues;

- Recommendation for improving overall construction quality.

## 8. ESHS Performance

- Short description of compliance with:
  - i. the Environmental and Social Commitment Plan (ESCP) *[if applicable]*;
  - ii. local and international occupational health and safety standards and ILO core Conventions were met;
  - iii. whether environmental and social management plans (and relevant sub-plans) were adhered to during construction and which additional measures were taken where necessary.

Describe requirements, incl. any changes or difficulties and corrective actions the Borrower/ Recipient/ PEA may have taken; in case corrective actions were identified for the previous reporting period, report on implementation progress/ completion status.

- Status of and compliance with relevant permits;
- Description of any required changes in ESHS measures/monitoring due to changes in project design/implementation;
- Detailed reporting on ESHS Performance during
  - Construction (Contractors incl. contractual and daily wage labourers) and;
  - Ongoing/ extended Operation and Maintenance.

Each of these subsections shall contain the following information below, commensurate with the environmental and social risks:

- i. Human Resources Management status, tables with project staff and Contractors, other contractual labourers, ESHS responsible(s) (month, number of employees, number of H&S Staff) (tables to be presented in the Annex);
- ii. Table with training and qualification

Trainings (examples, please adapt accordingly)	No. of employees	Hours
Induction Training		
Environmental trainings		
Waste Management		
Spillage contingency		
etc.		
OH&S		
1st aid training		
scaffolding		
crane operation		
welding		
etc.		

- iii. Key indicator figures, statistics and summaries
  - Number of inspections carried out per day/ week/ month;
  - Number of near misses;
  - First aid;
  - Incidents with up to 3 days of absences;
  - Incidents with more than 3 days of absence;
  - Fatalities;
  - Work hours lost;
  - Accident frequency rate.

Present the main reasons for the accidents (e.g. falling from height, struck by objects, contact with machinery, electrical accidents, no PPE, etc.) and provide a table containing the main categories of accidents and the no. of people. Describe the corrective actions which have been taken for severe accidents. Incident reports of the accidents shall be stated and enclosed in the Annex (see separate section of this document);

- iv. Documented grievances (workforce, project affected persons) and conflict resolution activities;
- v. Report on stakeholder engagement activities;
- vi. Report on Corporate Social Responsibility (CSR)/ Community Development Activities (provide a brief summary of activities, as applicable).

**9. Deviations from Project Concept and Services/ Contracts**

Consequences have to be considered on project schedule and project costs

- Description and reasons for major deviations from original project concept during appraisal;
- Description and reasons for major deviations from planned man-months/ quantity structure of the main components;
- Recommendations and reasoning for future changes/ modifications and deviations from the project concept;
- Claim/ Cost variation management: pending/ settled/ potential claims by the contractor.

**10. Risk Assessment and Prospect of Achieving the Overall Project Goals**

- Analysis of (potential) risks;
- Information on progress and status of achieving the financial, schedule and technical project goals and project objectives as well as outputs (as defined in LogFrame (if applicable));
- Reasons for deviations or current problems (if any);
- Assessment of consequences for sustainable project success, and measures to be taken/ proposed solutions, information on any developments that might jeopardize the success of the project; if so, proposition of additional activities which should be included into the project;
- Assessment of the occurrence and the management of risks envisaged at the start of the project;
- State of solutions of previous problems;
- Table with Project Indicators and their achievability, as defined in the Separate Agreement.

**11. Monitoring of Achievements and Impacts**

- Indicator baseline (according to indicators defined in Separate Agreement/ LogFrame) and progress/ achievements;
- Monitoring of impacts.

**12. Outlook and Recommendations**

- Outlook for the next reporting period (planned activities and results);
- Recommendations and need for action to be taken by project participants.

## 6.3 List of Annexes

(Examples, not necessarily required for each kind of report)

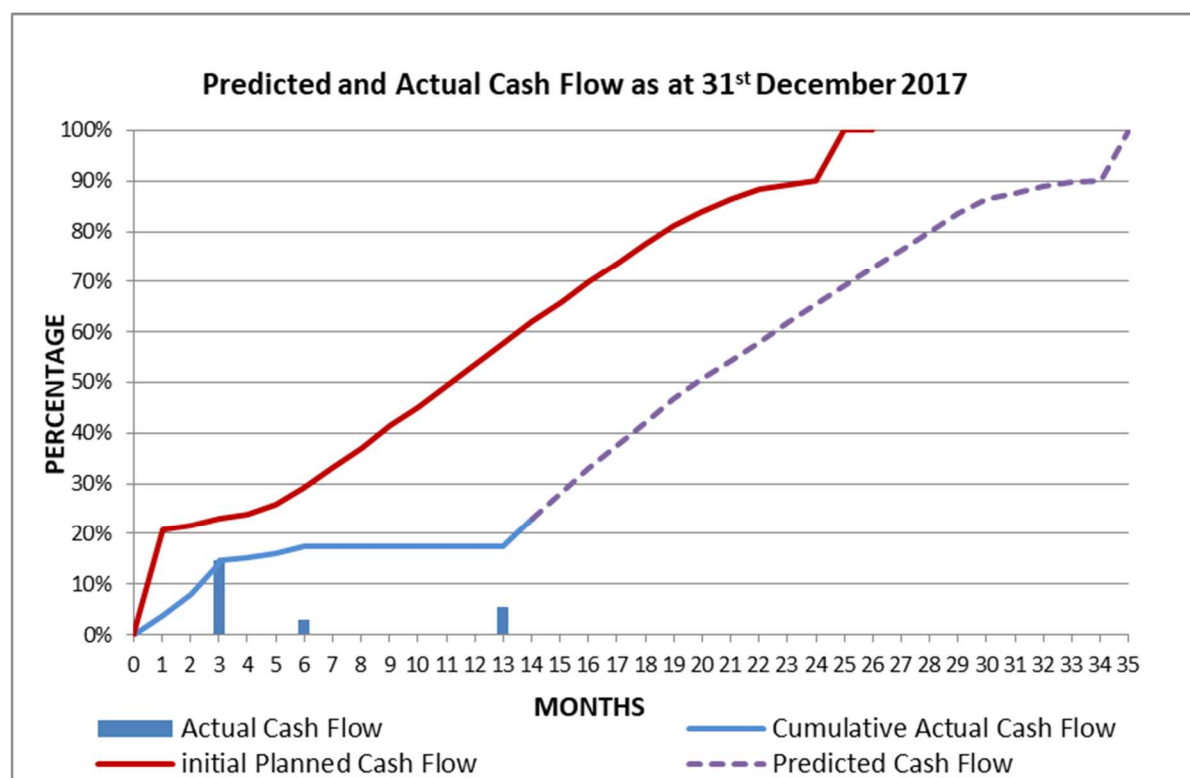
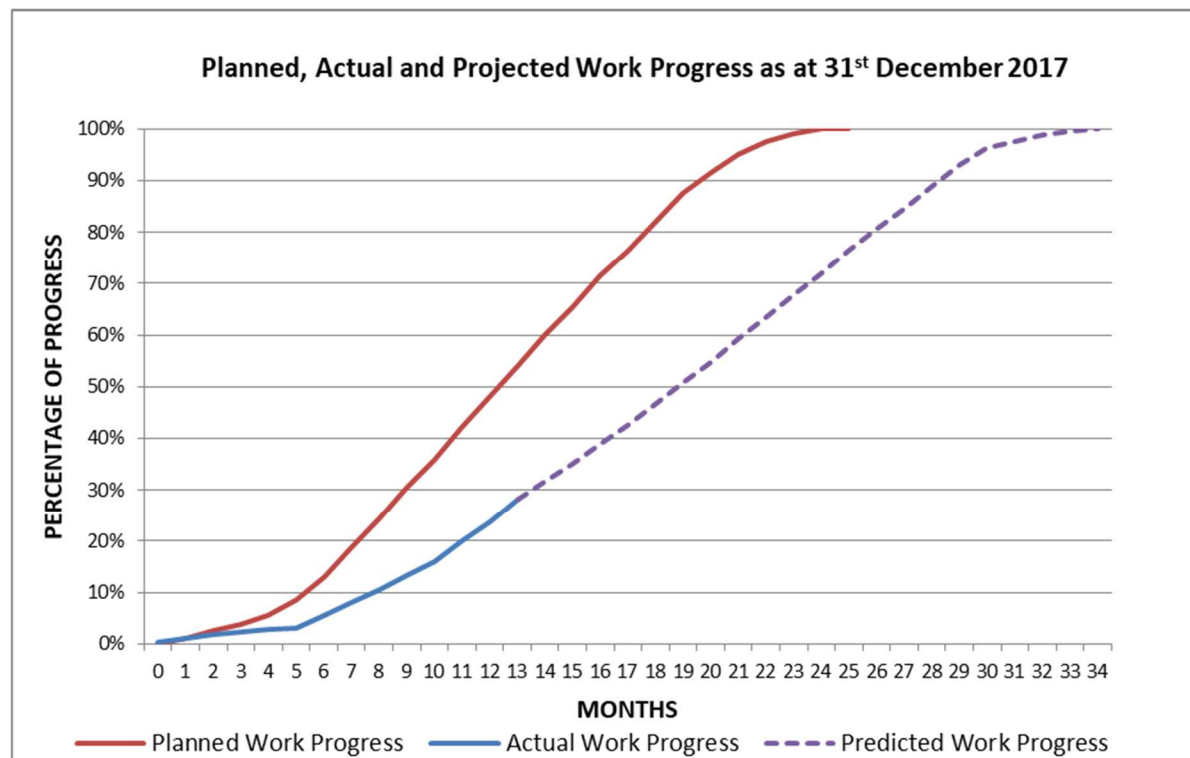
- a) Tool for financial monitoring**
  - Tool funding;
  - Expenses per term;
  - Financial details;
  - Details of execution;
  - Status of indicators;
  - Timeframe.
- b) Staffing Schedule**
  - Description for each person/ position;
  - Man-months available of each person/ position;
  - Required man-months by person/ position so far/ up to now;
  - Remaining man-months by person/ position;
  - Visualization of actual operating time compared to planned.
- c) Time Schedule**
  - For consulting and construction/ delivery;
  - Contractual/ actual.
- d) Milestone List**
  - For each contractual component;
  - planned/ expected/ actual date of completion;
  - delays.
- e) Contracts**
  - List of construction and supply contracts;
  - Short description of deliveries and services;
  - Contract volume;
  - Contractual dates: start of works, planned/ actual overall completion.
- f) Cost Control/ Cash Flow**
  - List of main components/ contracts;
  - Estimated costs;
  - Contract value;
  - Forecasted billing sum (incl. expected addenda);
  - State of disbursement and forecast;
  - Short reason for deviations.
- g) Disposition Fund**
  - Total funds available;
  - Funds transferred;
  - Sum of disbursements;
  - Expected disbursements and transfer of funds required for next reporting period.
- h) ESHS instruction and site inspection protocols**
- i) Minutes of Meeting**
- j) Important Correspondence**
- k) Photo Documentation**

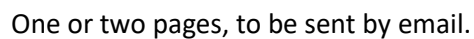
About 10 photos resp. 5 photos per construction site, additionally small incident photos (if applicable).
- l) Photos of Accident and Incident Reports**

**m) For annual reports:**

Detailed documentation of the implementation status of the ESCP/ESMP/ESAP as applicable shall be presented in table format

## 6.4 Examples for Figures:





Personnel assigned			
Main Activities	<ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>		
Progress of Works			
Funds disbursed (approx.)	Principal Items	Reporting Period €	Total €
ESHS Incidents	a) b)		
Problems Encountered	a) b)		
Suggested Solutions	a)		

	b)
Status of Previous Problems	a) b)
Activities Planned	• •
Schedule	
Other	

## 7. Incident Report

### 7.1 General

An Incident Report shall be promptly provided to KfW, but in any case within three working days of the occurrence of any of the events as set out in this Sub-clause.

- i. Details of
  - a) any incident of an environmental or occupational health and safety nature including (without limitation) any explosion, spill or workplace accident which results in death, serious or multiple injuries or material environmental contamination, accidents of members of the public/ local communities, resulting in death or serious or multiple injuries, sexual harassment and -violence involving project workforce);
  - b) or any incident of a social nature including (without limitation) any labour strike or violent labour unrest or dispute with local communities, occurring on or nearby any site, plant, equipment or facility of the Project-Executing Agency which has or is reasonably likely to have a material negative impact on the environment, the health, safety and security situation, or the social and cultural context, together with, in each case, a specification of the nature of the incident or accident and the on-site and off-site effects of such events or;
  - c) any actions by the competent authorities/ regulators leading to partial or complete stop of project activities, and;
- ii. Details of any action the Project-Executing Agency proposes to take in order to remedy the effects of these events, and shall keep KfW informed about the progress in respect of such remedial action.

or

After becoming aware of a significant social grievance or protest, promptly notify KfW of any significant community or worker-related protest directed to the Project which can potentially have a material adverse effect on the Project or can potentially result in national or international media attention.

A particular guidance for an Immediate Incident Notification is attached.

### 7.2 Types of Reportable Injury

#### The death of any person

All deaths to workers and non-workers, with the exception of suicides, must be reported if they arise from a work-related accident, including an act of physical violence to a worker.

#### **Specified injuries to workers**

- Fractures, other than to fingers, thumbs and toes;
- Amputations;
- Any injury likely to lead to permanent loss of sight or reduction in sight;
- Any crush injury to the head or torso causing damage to the brain or internal organs;
- Serious burns (including scalding) which:
  - Covers more than 10% of the body;
  - Causes significant damage to the eyes, respiratory system or other vital organs;
- Any scalping requiring hospital treatment;
- Any loss of consciousness caused by head injury or asphyxia;
- Any other injury arising from working in an enclosed space which:
  - Leads to hypothermia or heat-induced illness;
  - Requires resuscitation or admittance to hospital for more than 24 hours.

### **7.3 Attachment 1: Guidance for Accident and Incident Reporting**

#### **Basic Information**

- Date, time, weather/ lighting/ conditions;
- Statement of facts;
- Details of deaths, injuries, damage, immediate losses;
- Details of witnesses;
- Details of whether scene was secured/ photographed;
- Details of any item tested/ sampling/ sent for testing/ removed from scene;
- Details of person leading investigation;
- Time lapse between accident and investigation.

Basic data should be clear, unambiguous, and factual (i.e. free from interpretation). Any gaps in the data should be highlighted and addressed in the investigation.

#### **Investigation**

- Reconstructed timeline of events, with the incident/accident in the mid-point, and linked events streamed either side, with clear identification of individuals/teams/third parties (e.g. contractors) that are linked and therefore require interviewing;
- Robust but sensitive questioning of witnesses and individuals/third parties linked to;
- Clarify facts, assist with timeline reconstruction and advance the investigation. Statements/ notes of interviews to be included.

The investigation must follow the facts, witnesses and linked individuals/third parties and the timeline, and not be constrained by the incident/accident event in isolation. In case publications on the event are available, these should be attached to the report (e.g. press articles, online articles, radio and TV- spots).

#### **Analysis**

- Using basic data, interview outcomes and reconstructed timeline, identification of:
  - Immediate causes;
  - Underlying causes (actions in the past that have allowed or caused undetected unsafe conditions/acts);
  - Root causes (generally organisational/management failings, sometimes not directly/obviously in relation to accident/incident regarding location/time);

- Identification of absent/inadequate/failed/unused risk identification, management and control measures, reference/gap analysis against relevant national legislation and against the international standards as applicable and agreed upon for the Project.
- Conclusions and summary of root causes and underlying causes for the accident/incident.

Analysis must be sufficiently rigorous to go wherever the investigation has led. Identification of root, underlying and immediate causes must be sufficiently credible and robust to withstand third-party scrutiny.

#### Way forward

- For EACH root cause, underlying and immediate cause, a corrective/preventive action is required (these may be numerous and interlinked);
- For EACH action, a named person with sufficient resource to deliver upon it and a clear timeline (action plan) is required. In addition, a named person should have overall responsibility for monitoring/ reporting on progress (with timelines);
- Demonstration, that all actions together will prevent recurrence; evidence that current risk assessments/procedures have been revised to reflect this;
- Details of communications to stakeholders, to include a concise summary of the investigation, including the action plan, and lessons learned;
- Details of ongoing support and assistance to those impacted directly or indirectly by the accident.

## 7.4 Attachment 2: Immediate Incident Notification Template

IMMEDIATE INCIDENT NOTIFICATION					
<b>1. Incident Details</b>					
Project Company		Date of Incident			
		Time of Incident			
Location of incident		Type of Incident	Environmental	<input type="checkbox"/>	
			Injury	Workforce	<input type="checkbox"/>
				Public/Local community	<input type="checkbox"/>
			Social Incident (e.g. violent labour unrest)	<input type="checkbox"/>	

<b>2. WHAT HAPPENED</b>
<i>Brief description of incident</i>

3. INJURED WORKERS						
Employee/ Contractor	Sex	Age	Job Title/ Description	Time with company	Cause	Injury Type (Major/ Fatal)

4. INJURED MEMBERS OF PUBLIC						
Name	Sex	Age	Community	Place of Residence	Cause	Injury Type (Major/ Fatal)

5. ENVIRONMENTAL INCIDENT			
Type (Spill/ Gas Release)	Total Loss (Litres /kG)	Cause	Damage

6. WITNESSES TO INCIDENT			
Name	Sex	Place of Residence	Description of Incident

7. OTHER RELEVANT INFORMATION				
Have the authorities been informed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
What has been done about the Incident?				

<i>Please provide further information here</i>					
Media attention?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
<i>Please provide further information here</i>					
Any effects off-site?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
<i>Please provide further information here</i>					
Photographs taken? (please include them in this report)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Name of person completing form					
Position					
Contact Details	Phone			Email	

## **Annex 5: ESHS Classification of Contracts**

### **Categorization of contracts in Levels according ESHS Requirements**

*Projects financed by KfW are categorized in Environmental and Social (E&S) categories A, B+, B or C depending on their adverse E&S risks and impacts. This categorisation takes place*

*at an early stage and applies to the overall Project. However, Projects typically comprise several components and specific individual Contracts are awarded to Consultants, Contractors, firms or suppliers. The categorisation of these individual Contracts which may have different Environmental Social and Health and Safety (ESHS) risks and impacts compared to the overall Project (e.g. a separate supply Contract for computers, or a separate Small Works Contract for the rehabilitation of a guard house may have low risks and impacts, whereas the overall Project may be a large hydro power project categorised as high-risk A). Therefore when designing the Requirements for the Bidders or the ESHS Specifications for each particular Contract of a Project, the potential ESHS risks and impacts of this individual Contract need to be taken into account. This is particularly relevant for the occupational health*

*and safety aspects (OHS) on the construction site and, if relevant, in worker camps during Contract implementation.*

*Depending on the potential ESHS risks and impacts and the estimated Contract size, ESHS Requirements for Bidders might be classified as low, medium or high and thus the Requirements need to be adjusted accordingly.*

*In the context of this section the ESHS classification levels are defined as follows:*

*Level \_ **low** = relevant to Contracts with low ESHS risks and impacts*

*Typically for Contracts with minor ESHS construction related risks and impacts. During the implementation of the Works only limited ESHS measures are required, e. g. minor Works and*

*small scale rehabilitation measures; few workers; minimal transport requirements; no worker camps required; no hazardous wastes; no working at heights or confined spaces; no heavy construction machinery; no external environmental risks like flooding.*

*Level \_ **medium** = relevant to Contracts with medium ESHS risks and impacts in addition to*

*Typically for Contracts with moderate ESHS impacts and risks. During the implementation of the Works standard ESHS measures are required, e. g. approximately less than 100 workers;*

*transport of hazardous material; general OHS risks (welding, hazardous material); working at one to two storey buildings.*

*Level \_ **high** = relevant to contracts with high ESHS risks and impacts in addition to \_*

*Typically for Contracts with significant or long term ESHS risks and impacts. During the implementation of the Works extensive ESHS measures are required, e. g. approximately more than 100 workers; worker camp(s) required; significant risks at complex work sites(s);*

*increased heavy load traffic.*

**Annex 6: Environmental and Social Commitment Plan (ESCP)**

**Ministry of Water, Energy and Minerals**

**Zanzibar Water Project BMZ-No.  
2022.67.102**

**Final ENVIRONMENTAL AND SOCIAL  
COMMITMENT PLAN (ESCP)**

**October 2024**

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
<b>MONITORING &amp; REPORTING</b>			
A	<p><b>REGULAR MONITORING AND REPORTING</b></p> <p>Continuously monitor and prepare and submit to KfW regular monitoring reports on the ESHS performance of the Project, as per the provisions of Clause 4.1 and the Reporting Requirements of Annex 8 of this Separate Agreement, including but not limited to the implementation progress of the ESCP, status of preparation and implementation of E&amp;S Instruments required under the ESCP, stakeholder engagement activities, functioning of the grievance mechanism.</p>	Frequency is determined in the provisions of Clause 4.1 and the Reporting Requirements of Annex 8 of the Separate Agreement	<b>MoWEM</b>
B	<p><b>INCIDENTS AND ACCIDENTS</b></p> <p>Promptly notify KfW of any Serious ESHS Incident related to the Project as per the provisions of the Reporting Requirements of Annex 8 of this Separate Agreement. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and supervising entity, as appropriate. Subsequently, prepare a report on the incident or accident and propose any measures to prevent its recurrence.</p>	<p>As per the provisions of the Reporting Requirements of Annex 8 of the Separate Agreement:</p> <ul style="list-style-type: none"> <li>- Prompt notification of the occurrence of a Serious ESHS Incident.</li> <li>- An incident report shall be promptly provided to KfW, but in any case, within three (3) working days of the occurrence of a Serious ESHS Incident.</li> </ul>	<b>MoWEM</b>
C	<p><b>CONSULTANT MONTHLY REPORTS</b></p> <p>Require Consultant with support of MoWEM to provide monthly monitoring reports on ESHS Performance in accordance with the metrics specified in the respective bidding documents and contracts and submit such reports to the KfW.</p>	Submit the monthly reports to KfW as annexes to the reports to be submitted under action A above.	<b>IC with support of MoWEM</b>
<b>ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS</b>			
1.1	<p><b>ORGANIZATIONAL STRUCTURE</b></p> <p>MoWEM shall assign a qualified person responsible for environmental and social issues in order to assist, oversee and coordinate throughout the Project implementation.</p>	Maintain the organizational structure, including the specialists, throughout Project implementation.	<b>MoWEM with support of IC</b>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	<p>The IC will be responsible for supporting MoWEM in preparing the respective E&amp;S documents (i.e. among others ESIA, ESMP, SEP) for the project. Additionally, the IC is responsible for monitoring during implementation and verify the compliance with E&amp;S standards after completion of each project.</p> <p>The IC shall hire one person responsible for supporting the E&amp;S focal point at MoWEM in preparing the E&amp;S documents needed under this project.</p>		
1.2	<p><b>ENVIRONMENTAL AND SOCIAL ASSESSMENT</b></p> <p>Since the Project is classified as category B under World Bank guidelines an ESIA is required.</p> <p>From the ESIA the IC shall develop an ESMP specific for the Zanzibar Water Project as a basis for the ESMPs for individual projects, including templates for all documents that might be needed (see 1.3). MoWEM shall insure that every project site develops an ESMP for its respective project.</p> <p>A preliminary ESIA/ environmental screening report is prepared and submitted/presented to the National Environmental Management Council (NEMC) to assess whether a full ESIA is necessary. No project will be approved that is not to the satisfaction KfW.</p>	<p>Present the ESIA to KfW and obtain KfW's No-Objection once in the beginning of the project.</p> <p>For each individual project: MoWEM prepare an ESMP for each site project. Develop and adopt the ESMPs and implement the measures and actions specified throughout Project implementation.</p>	<b>MoWEM, supported by IC</b>
1.3	<p><b>MANAGEMENT TOOLS AND E&amp;S INSTRUMENTS</b></p> <p>To the satisfaction of KfW, MoWEM supported by the IC will develop ESMPs for the project sites. Each ESMP sets out the measures and actions to be taken during implementation and operation of the Project to reduce, mitigate or offset adverse environmental and social impacts, including templates to be used to prepare their respective ESMP.</p> <p>MoWEM shall ensure that the measures and actions specified in the ESMP are implemented diligently and completely.</p> <p>Based on the ESIA prepared for the project, there will be development and implementation of management tools and instruments based on the particularity of each site considering existing environmental and social features, based on the</p>	<p>Present the developed ESMPs, incl. Templates to KfW and obtain KfW's No-Objection prior to the carrying out any Project activity that requires the adoption of such ESMP.</p> <p>Once approved, adopt and implement the respective ESMPs throughout Project implementation.</p>	<b>MoWEM, supported by IC</b>

MATERIAL MEASURES AND ACTIONS	TIMEFRAME	RESPONSIBILITY
<p>templates developed by the IC. Once prepared, the tools and instruments/plans will be cleared prior to commencement of civil works, throughout Project implementation. Accordingly, the following tools will be developed and implemented:</p> <ul style="list-style-type: none"> <li>- Environmental and Social Management Plan (ESMP),</li> <li>- Stakeholder Engagement Plan (SEP) incl. a Grievance Mechanism</li> <li>- if required any additional management plans such as Land Acquisition Plan (LAP), Resettlement Action Plans (RAP), Traffic Management Plan, OHS management plan, Livelihood Restoration Plan (LRP), Biodiversity Action Plan (BAP) and other sub plans as required, in a manner acceptable to KfW.</li> </ul> <p>Please note that in some cases, a project component may be safeguarded with an ESMP alone.</p>		
<p><b>1.4</b> <b>MANAGEMENT OF CONTRACTORS</b></p> <p>Incorporate the relevant aspects of the ESCP, including the relevant E&amp;S Instruments, the labor management procedures, and code of conduct, into the ESHS specifications of the procurement documents with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply with the ESHS specifications of their respective contracts.</p>	<p>As part of the preparation of procurement documents and respective contracts.</p> <p>Supervise contractors throughout Project implementation.</p>	<p><b>MoWEM</b></p>
<p><b>1.5</b> <b>PERMIT, CONSENTS AND AUTHORIZATIONS</b></p> <p>Obtain relevant environmental permits through processes applicable to the</p> <ul style="list-style-type: none"> <li>- Project activities from relevant government authorities (Basin Boards). The need for other (environmental) permits for each individual activity will be further assessed during Project preparation.</li> <li>- Obtain or assist in obtaining, as appropriate, the permits, consents and authorizations that are applicable to the Project from relevant national authorities.</li> <li>- Comply or cause to comply, as appropriate, with the conditions established in these certificate and conditions for approval.</li> <li>- All suppliers of materials should be authorized by relevant authority</li> </ul>	<p>Ongoing during Project implementation.</p> <p>Permits will be checked in verification visit and are conditional to grant disbursement.</p>	<p><b>MoWEM, supported by IC</b></p> <p><b>ZEMA</b></p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
<b>ESS 2: LABOR AND WORKING CONDITIONS</b>			
<b>2.1</b>	<p><b>LABOR MANAGEMENT PROCEDURES</b></p> <p>As part of the ESMP, develop a Labor Management Procedure (LMP) template in accordance with the ESS2. This is applicable to all direct workers, contracted workers and community workers in the individual projects.</p> <p>inter alia:</p> <ul style="list-style-type: none"> <li>- Provisions on working conditions</li> <li>- Provisions on management of workers relationships</li> <li>- Provisions on occupational health and safety (including personal protective equipment, and emergency preparedness and response)</li> <li>- Code of conduct (including relating to SEA and SH, forced and child labor)</li> <li>- Provisions regarding prevention of Gender-Based Violence (GBV)</li> <li>- Grievance arrangements for Project workers</li> <li>- Applicable requirements for contractors, subcontractors, and supervising firms.</li> </ul> <p>Ensure compliance with LMP throughout Project implementation</p>	<p>Present LMP and templates to KfW in the beginning as part of the ESMPs</p> <p>Once approved, adopt and implement the LMP during Project implementation.</p>	<b>MoWEM, supported by IC</b>
<b>2.2</b>	<p><b>GRIEVANCE MECHANISM FOR WORKERS</b></p> <p>Establish, maintain, and operate a grievance mechanism for Project workers consistent with ESS2 for each individual project. Such workers must be informed of the grievance mechanism at the time of recruitment. The grievance mechanism must be designed to address concerns promptly, using an understandable and transparent process, and to take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner satisfactory to KfW.</p>	<p>Develop a Grievance Mechanism and present the Grievance Mechanism for workers to KfW in the beginning as part of the ESMPs but not later than 1 month after the start of project implementation/start of construction.</p> <p>Subsequently, maintain and operate it throughout Project implementation.</p>	<b>MoWEM, supported by IC</b>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
2.3	<p><b>OCCUPATIONAL HEALTH AND SAFETY (OHS) MEASURES</b></p> <p>Prepare, adopt, and implement occupational, health and safety (OHS) measures in accordance with national standards and ESS. This shall include but is not limited to the assignment of a qualified ESHS focal person of each construction site, restricting access to construction sites, providing safe scaffolding and trench safety.</p> <p>Implementation of all reasonable precautions to protect the health and safety of workers and the entire community;</p> <p>Preventive and protective measures will be introduced prepared by the contractor.</p>	Same timeframe as for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>
<b>ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</b>			
3.1	<p><b>RESOURCE EFFICIENCY MEASURES</b></p> <p>Incorporate resource efficiency measures, consistent with ESS3 as well as international good practice standards, e.g., WB Group EHS Guidelines, in the ESMPs to be prepared under action 1.3 above.</p>	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>
3.2	<p><b>POLLUTION PREVENTION AND MANAGEMENT</b></p> <p>Based on the recommendations of the ESIA, develop and implement measures and procedures for pollution prevention and management of waste and hazardous materials (e.g. oils, lubricants...). Stipulate these measures (i.e. prepare a waste management plan) as a separate Annex in the respective ESMPs.</p>	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>
3.3	<p><b>WATER POLLUTION</b></p> <p>Best available technologies will be applied to avoid project-related contaminated runoff and leachate during the design, construction and operation of the projects.</p>	Same timeframe than for the preparation and implementation of the ESMPs	<b>MoWEM, supported by IC</b>
<b>ESS 4: COMMUNITY HEALTH AND SAFETY</b>			
4.1	<p><b>TRAFFIC AND ROAD SAFETY</b></p>	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	As a part of the ESIA and ESMP under actions 1.2 and 1.3, develop, adopt and implement a traffic management plan that includes measures and actions to manage traffic and road safety risks arising from the Subprojects activities including construction, operation (biomass transport) and decommissioning phases.		
4.2	<p><b>COMMUNITY HEALTH AND SAFETY</b></p> <p>As a part of the ESIA under action 1.2 above, assess and manage specific risks and impacts to the community arising from Subprojects activities, including, inter alia behavior of Project workers and response to emergency situations. Incorporate, adopt and implement mitigation measures in the ESMP to be prepared under action 1.3 above, in a manner consistent with ESS4 and the ESMF, and satisfactory to KfW</p>	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>
4.3	<p><b>OCCUPATIONAL AND HEALTH ISSUES</b></p> <p>Develop and implement measures and action to assess and manage OHS risks of any workers affiliated with the Project. These measures shall include but are not limited to allocation of qualified OHS personnel on site, control of access to construction sites, safe scaffolding and trench safety.</p>	<p>Prior to procurement of construction works for the respective Project.</p> <p>Implementation throughout the Project.</p>	<b>MoWEM, supported by IC</b>
4.4	<p><b>GBV AND SEAH RISKS</b></p> <p>Based on the ESIA, develop, adopt and implement measures and actions to assess and manage the risks of gender-based violence (GBV) and sexual exploitation and abuse (SEA), sexually transmitted diseases (STD), including a Code of Conduct.</p> <p>ESMP (construction and operation) to comprise comprehensive and culturally appropriate measures to address risks and impacts and to undertake appropriate sensitization, awareness rising and capacity building for local communities, including social institutions such as schools. The Project's Grievance Mechanism to cover special provisions for victims of GBV as appropriate.</p>	<p>Prior to procurement of construction works for the respective Project.</p> <p>Implementation throughout the Project.</p> <p>MoWEM to share Code of Conduct with KfW not later than 1 month after the signing of this Separate Agreement.</p>	<b>MoWEM, supported by IC</b>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	<p>Workers Code of Conduct to cover the areas of GBV, SEA and STD, including relevant disciplinary measures, penalties and provisions for prosecution.</p> <p>Contractors will have to develop their own management- and community liaison plans covering community health and safety (based on the ESMP), diligent implementation to be supervised and monitored by MoWEM with the support of the IC.</p>		
4.5	<p><b>COMMUNITY AWARENESS</b></p> <p>Conduct community capacity development to heighten awareness of risks and to mitigate impacts as outlined in the SEP.</p>	Before construction of the related Project begins and throughout the implementation.	<b>MoWEM, supported by IC</b>
<b>ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT</b>			
<i>Although relevance needs to still be assessed, given the nature and type of Project, at minimum Parts of ESS5 will be triggered.</i>			
5.1	<p><b>RESETTLEMENT FRAMEWORK, RESETTLEMENT PLAN</b></p> <p>Involuntary resettlement is not anticipated under the Project. However, given that it cannot be assessed at this stage what will be the Project related land requirements and Right of Way (RoW) for the Project activities, and if required, Resettlement Action Plans (RAPs) are to be prepared, adopted, and implemented in accordance with national regulations and in alignment with ESS 5 requirements.</p> <p>Part of the Resettlement Action Framework (RAF) developed for the ESIA are templates for RAPs. Those were used in the first phase and will continue to be used for this phase. If such a plan is needed is determined as part of the preliminary ESIA/ environmental screening developed for the NEMC.</p> <p>Please note that also temporary land occupation or temporary access restrictions need to be addressed in accordance with the requirements of ESS5 and may require the development and implementation of Livelihood Restoration Plans (LRP).</p>	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>
5.2	<p><b>GRIEVANCE MECHANISM</b></p>	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	A grievance mechanism (GM) to address resettlement, displacement, land acquisition and compensation related complaints should be described in the RAPs/LRP (if applicable) and SEP and be available to affected people and land owners/users.  Part of the template for the RAP to be developed if necessary.		
5.3	<b>MONITORING AND REPORTING:</b>  Monitoring and reporting on land acquisition and resettlement activities are conducted as part of regular reporting.  Undertake a completion audit and address any outstanding issues before closing the RAP (if applicable).	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM, supported by IC</b>
<b>ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES</b>			
<b>Relevance needs to be assessed</b>			
6.1	<b>BIODIVERSITY RISKS AND IMPACTS</b>  Given that biodiversity-related risks and impacts cannot be comprehensively assessed at this stage, any further requirements on this ESS6 (e.g. Biodiversity Management Plan, where biodiversity-related risks and impacts cannot be comprehensively covered as part of the ESMP) need to be assessed based on the results of the respective ESIA.	In case of requirement for plans, not covered by the ESMPs: Submit for KfW's prior no objection prior to construction of structure that may affect biodiversity.  Once approved the plan(s) is/are implemented throughout Project implementation	<b>MoWEM, supported by IC</b>
<b>ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES</b>			
<b>Relevance needs to be assessed</b>			
7.1	<b>INDIGENOUS PEOPLES PLANNING FRAMEWORK/ INDIGENOUS PEOPLE PLAN</b> Develop, implement, and maintain an IPP, consistent with ESS7, for each activity under the Project for which the IPPF requires such IPP.	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM</b>
7.2	<b>GRIEVANCE MECHANISM</b>  In case indigenous peoples are affected by the project activities, provide a transparent and culturally appropriate grievance mechanism in accordance with ESS 7.	Same timeframe than for the preparation and implementation of the ESMPs.	<b>MoWEM</b>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
<b>ESS 8: CULTURAL HERITAGE</b>			
Relevance needs to be assessed			
8.1	<b>CHANCE FINDS</b> Describe and implement the chance finds procedures, as part of the ESMP of the Project.	Same timeframe than for the preparation and implementation of the EMSPs.	MoWEM
<b>ESS 9: FINANCIAL INTERMEDIARIES</b>			
Not relevant			
<b>ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE</b>			
10.1	<b>STAKEHOLDER ENGAGEMENT FRAMEWORK</b> Develop, adopt and implement an SEP for the Project, consistent with ESS10. Template to be developed by MoWEM with support of the IC which will be applicable for every project implemented.	Same timeframe than for the preparation and implementation of the ESMPs.	MoWEM
10.2	<b>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</b> Develop and implement Stakeholder Engagement Plan (SEP), based on national regulations and the requirements as established under ESS10. The SEP shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation. It shall describe how and how often consultations will be done, information will be provided to, and received from, stakeholders. The SEP will include a grievance mechanism as defined in the ESMP.	Present the SEP as part of the ESMPs to KfW prior to the start of any Project activity. Once approved, ensure that the SEP is implemented throughout Project implementation.	MoWEM
10.3	<b>PROJECT GRIEVANCE MECHANISM</b> Prepare, adopt, maintain and operate a grievance mechanism. Establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and effectively, in a transparent manner that is culturally appropriate and	Present the Project Grievance Mechanism to KfW prior to the start of any Project activity.	MoWEM

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBILITY
	<p>readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously.</p> <p>The grievance mechanism shall be equipped to receive, register, and facilitate the resolution of complaints.</p>	Ensure that the Grievance Mechanism is operational prior to the start of any Project activity and implemented and maintained throughout Project implementation.	
10.4	<p><b>INFORMATION DISCLOSURE</b></p> <p>As detailed in paragraphs 19 and 20 of WB ESS 10, disclose a Project information summary on environmental and social risks and impacts and proposed mitigation measures to allow stakeholders to understand the risks and impacts of the Project, and potential opportunities. At a minimum, disclose the following:</p> <ul style="list-style-type: none"> <li>- An easy-to-understand NTS, summarizing the purpose, nature, and scale of the Project, the duration of the proposed Project activities, and potential risks and impacts of the Project activities on local communities, and the proposals for mitigating these</li> <li>- The proposed stakeholder engagement process</li> <li>- The process and means by which grievances can be raised and will be addressed</li> </ul> <p>Disclose information in relevant local languages and in a manner that is accessible and culturally appropriate, taking into account any specific needs of groups that may be differentially or disproportionately affected by the Project or groups of the population with specific needs (such as, disability, literacy, gender, mobility, differences in language and accessibility).</p> <p>Due to personal data protection, all personal information of individuals (such as name, address, telephone numbers, etc.) have to be removed or blackened in the disclosed information, unless their disclosure is required under national regulation.</p>	Obtain KfW's No-Objection prior to information disclosure and ensure that the relevant Project information is disclosed prior to the start of any Project activity.	<b>MoWEM</b>

## **PART 3 – CONTRACT FORM**

**CONSULTING CONTRACT**

dated

[•]

between

**Ministry of Water, Energy and Minerals  
(MoWEM)**

– hereinafter referred to as the “**Employer**” –

And

[•]

– hereinafter referred to as the “**Consultant**” –

Relating to project

“ZANZIBAR WATER SECURITY PROJECT”

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## Preamble

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

## General Conditions

# Paragraph 1 General Provisions

## 1.1 DEFINITIONS

Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.

**“Agreed Remuneration”** means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

**“Commencement Date”** has the meaning given to such term in the Special Conditions.

**“Completion Period”** means the period for the completion of the Services as set out in the Special Conditions.

**“Consulting Contract”** means this contract for consulting services, including its Preamble and its Annexes<sup>1,2</sup>.

**“Contract Value”** has the meaning given to such term in the Special Conditions.

**“Country”** has the meaning given to such term in the Special Conditions.

**“Force Majeure”** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances. It includes, but is not limited to, war, invasion, rebellion, terrorism, riots, civil disorder, natural catastrophe (e.g. earthquake, fire, explosion, hurricane, typhoon, volcanic activity), strikes, lockouts or other industrial action confiscation or any other action by government agencies. It includes, but is not limited to, circumstances such as crises, war or terror that lead to the Foreign Office of the Federal Republic of Germany calling upon German citizens to leave the country or the Project region in response to which the Consultant withdraws all its staff. Force Majeure shall not

<sup>1</sup> If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

<sup>2</sup> In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of

include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**"Foreign Currency"** means any currency other than the Local Currency.

**"Foreign Staff"** means the staff who do not hold the citizenship of the Country.

**"Funding Agreement"** means the *[loan agreement / financing agreement] entered into between KfW and [the Employer] to wholly or partly finances the Services.*

**"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where the members of the JV shall be jointly and severally liable to the Employer for the performance of the Contract and one member has the authority to conduct all business for and on behalf of any and all the members of the JV. The terms Joint Venture and Consortium can be used interchangeably.

**"Local Currency"** has the meaning given to such term in the Special Conditions.

**"Other Costs"** means the additional costs of the Consultant to the extent agreed in the Special Conditions.

**"Parties"** means the Employer and the Consultant.

**"Project"** means the project specified in the Special Conditions.

**"Services"** means the contractual services described in **Annex 3** *[Terms of Reference plus Tender Documents]*, **Annex 9** *[The Consultant's Bid]* and Paragraph 3.1 *[Scope of Services]*, including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 *[Standard and Special Services]*.

**"Special Conditions"** means the terms and conditions set out under the header "Part II: Special Conditions" of this Consulting Contract.

**"Standards"** means the metric system and German DIN or European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

**"Written"** or **"in writing"** means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

**1.2  
INTERPRETATION**

Unless a contrary indication appears, in this Consulting Contract:

- 1.2.1 Section, clause, annex and schedule headings are for ease of reference only.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 References to a "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.
- 1.2.4 References to a "**director**" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.
- 1.2.5 References to this "**Consulting Contract**" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.
- 1.2.6 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

**1.3  
RANKING AND ORDER**

- 1.3.1 In the event of a conflict between the Special Conditions and the General Conditions or any annex or schedule thereto, the provisions of the Special Conditions shall prevail.
- 1.3.2 In the event of a conflict between General Conditions and any annex or schedule thereto, the provisions set out in the respective annex or schedule shall prevail.
- 1.3.3 In the event of a conflict between the annexes, the provisions set out in the respective preceding annexes shall prevail over the provisions set out in the respective subsequent annexes.

**1.4  
COMMUNICATION  
AND LANGUAGE**

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form.

**1.5  
GOVERNING LAW**

This Consulting Contract is governed by the laws specified in the Special Conditions.

**1.6  
ENTRY INTO FORCE  
AND EFFECT**

This Consulting Contract enters into force and effect immediately upon (i) execution hereof by both Parties, and (ii) receipt by the Employer of KfW's written confirmation that all conditions precedent to the first disbursement under the Funding Agreement have been satisfied in form and substance satisfactory to KfW. The Employer has to inform the Consultant about KfW's written confirmation immediately.

**1.7  
MEASUREMENTS AND  
STANDARDS**

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

**1.8  
ASSIGNMENT AND  
SUB-CONTRACTING**

- 1.8.1 The Consultant may not assign or transfer any of its rights or obligations under this Consulting Contract without the prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW.
- 1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer, which, in turn, shall not be provided without the prior written consent of KfW. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.
- 1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).
- 1.8.4 In case of a JV, the consortium manager shall be responsible towards the Employer for all aspects relating to this Consulting Contract. In particular payments under this Consulting Contract will be made exclusively to the consortium manager on behalf of the entire consortium. The consortium manager hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

**1.9  
COPYRIGHT AND  
RIGHTS OF USE**

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred

rights. The Consultant shall ensure that no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

**1.10  
OWNERSHIP OF  
DOCUMENTS AND  
EQUIPMENT**

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11  
CONFIDENTIALITY  
AND PUBLICATION**

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer and/or KfW, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after completion or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;
- (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and KfW and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
- (c) the disclosure of which is:
  - i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or

necessary to assert or defend claims or other legal rights in court or administrative proceedings;

- ii. required pursuant to any applicable law or regulation; or
- iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to KfW.

## **1.12 CONDUCT**

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

## **1.13 SANCTIONABLE PRACTICE**

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,
- b) not engage at any time in any Sanctionable Practice; and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any

	person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Sanctionable Practice	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union and the Federal Republic of Germany.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex 1 [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Sanctionable Practices shall remain unaffected.

#### **1.14 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

- (a) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) and, consequently:
- (b) comply with and ensure that all their subcontractors and major suppliers, i.e. for major supply items, comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties; and
- (c) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

#### **1.15 REIMBURSEMENTS**

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments to the extra account of the Employer specified in the Special Conditions.

**1.16  
SEVERABILITY AND  
WRITTEN FORM**

- 1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.
- 1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.
- 1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17  
ROLE OF KfW**

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to KfW pursuant to this Consulting Contract, KfW shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

## **Paragraph 2    The Employer**

**2.1  
INFORMATION**

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it. This shall also include all Services- and Project-related provisions of any separate agreements relating to the Funding Agreement or to any other loan or grant made in respect of the Project, and, to the extent that KfW's consent is required by this Consulting Contract and has been granted by KfW, the documents evidencing such consent.

**2.2  
DECISIONS AND  
COOPERATION**

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

## **2.3 SUPPORT**

- 2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].
- 2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:
- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
  - (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
  - (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
  - (d) securing return transport in cases of emergency;
  - (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
  - (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and
  - (g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.

## **2.4 TAXES**

- 2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.
- 2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be)

decreased accordingly by agreement to be concluded between the Parties hereto.

## 2.5 SERVICES AND FURNISHINGS

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

## 2.6 CONTACT PERSONS OF THE EMPLOYER

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

# Paragraph 3 The Consultant

## 3.1 SCOPE OF SERVICES

3.1.1 The Consultant shall deliver the Services in full and on time.

3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

## 3.2 STANDARD AND SPECIAL SERVICES

3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("**Standard Services**"). The Standard Services shall be fully compensated through the Agreed Remuneration.

3.2.2 "**Special Services**" are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Employer, with the prior written consent of KfW, requires services that were not included in the invitation to tender but are necessary.



### **3.3 DUE DILIGENCE**

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognised quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [*Auditing*].

### **3.4 REPORTING AND INFORMATION**

- 3.4.1 The Consultant shall report to the Employer and KfW on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and KfW quarterly reports, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardise the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.
- 3.4.2 The Consultant shall inform the Employer and KfW promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services and of all matters requiring KfW's approval.
- 3.4.3 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer and/or KfW in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

### **3.5 STAFFING**

- 3.5.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.
- 3.5.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld. The exchange or replacement of key staff according to the Staffing Schedule (Annex 5) specified by name shall require the prior written approval of KfW.
- 3.5.6 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

### **3.6 CONTACT PERSON OF THE CONSULTANT**

- 3.6.1 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.
- 3.6.2 Moreover, the Consultant shall specify and provide contact details to the Employer and KfW for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer and KfW without delay of any change of any such elected person or its contact details.

**3.7  
INDEPENDENCE OF  
THE CONSULTANT**

The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Employer to the immediately terminate this Consulting Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such termination.

**Paragraph 4      Commencement, Completion,  
Amendment and Termination of the  
Services**

**4.1  
COMMENCEMENT  
AND COMPLETION**

4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).

4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior written consent.

4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be mutually agreed upon in writing.

**4.2  
PENALTIES FOR  
DELAY AND  
DISSATISFACTORY  
SERVICES**

4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination

pursuant to Paragraph 4.6.2 [*Suspension and Termination*].

- 4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and KfW shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

### **4.3 AMENDED SERVICES**

- 4.3.1 Subject to the prior written consent of KfW, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – “Amended Services”).
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.
- 4.3.3 The Consultant shall execute the Amended Services if the Employer agrees, in writing, to the remuneration proposal.

### **4.4 IMPEDIMENT**

- 4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer’s contractual partners (“impediment”) and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.
- 4.4.2 If an impediment is caused by the Employer’s wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.

### **4.5 FORCE MAJEURE**

- 4.5.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has

wilfully or negligently not, mitigated in light of the circumstances at that time.

4.5.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate the Consulting Contract.

4.5.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
- (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

4.5.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

- (a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and
- (b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.5.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

#### **4.6 SUSPENSION OR TERMINATION**

- 4.6.1 The Employer may, with the prior written consent of KfW, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.
- 4.6.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.
- 4.6.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.
- 4.6.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:
- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and

- (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:

- (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and

- (ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

- 4.6.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

#### **4.7 BREACH OF PARAGRAPH 1.13**

- 4.7.1 If the Consultant has breached Paragraph 1.13 [*Sanctionable Practice*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

- 4.7.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if the any obligations thereunder have been breached.

#### **4.8 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION**

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with KfW, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The burden of proof that a case of termination is given lies with the Employer.

## Paragraph 5 Remuneration

### 5.1 FORMS OF REMUNERATION

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed which may be either

- (a) lump sum services;
- (b) time-based services; or
- (c) a combination of lump sum services and time based services.

### 5.2 GENERAL PAYMENT TERMS

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
- (b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months following the Commencement Date.
- (c) The final payment shall be made after the Services have been performed in full and written confirmation has been provided by the Employer to the Consultant and prior written non-objection has been obtained from KfW.
- (d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

### 5.3 PAYMENT CONDITIONS

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.

- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*] as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.
- (c) The minimum amount for an invoice is EUR 20,000, except for the final payment.
- (d) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable.

The original documentation evidencing the Other Costs shall be sent to the Employer, unless this Consulting Contract has been entered into pursuant to an agency contract in which case the original documentation shall remain with the Consultant and be delivered to the Employer or (as the case may be) KfW promptly upon request of the Employer.

#### 5.4 LIMITATIONS

- (a) The remuneration of the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.
- (b) If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Employer thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Employer may, in its full discretion upon KfW's prior written non-objection, then agree in writing upon an increase of the Contract Value.
- (c) As soon as the overall payments to the Consultant under this Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will

only be made subject to the conditions that (i) the Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4 [*Reporting and Information*] satisfactory to the Employer together with the invoice and (ii) written non-objection of KfW has been obtained. For the avoidance of doubt, the Employer has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Employer shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.7 [*Objections to Invoices*].

## **5.5 INVOICING**

- (a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract pursuant to an agency contract: the Consultant's invoices (other than the final invoice) shall be addressed to the Employer "c/o KfW". Except for the final invoice, the Consultant shall send each original invoice to KfW and a copy of each invoice to the Employer directly. The original final invoice is to be addressed to the Employer and KfW will receive a copy.

- (b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

## **5.6 PAYMENT DEADLINE**

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.
- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

**5.7  
OBJECTION TO  
INVOICES**

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of an invoice, it shall pay that part of the invoiced amount to which it has not objected within the period specified in Paragraph 5.6 [*Payment Deadline*].

**5.8  
AUDITING**

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and KfW (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

**5.9  
PRICE ADJUSTMENTS**

- (a) Price adjustments, if any, will be agreed upon in the Special Conditions.
- (b) In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

## **Paragraph 6 Liability**

**6.1  
GENERAL LIABILITY  
OF THE CONSULTANT**

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of wilful misconduct or gross negligence.

**6.2  
LIABILITY FOR SUB-  
CONTRACTORS**

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [Assignment and Sub-contracting].

**6.3  
PERIOD OF LIABILITY**

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

**6.4  
LIABILITY FOR  
CONSEQUENTIAL  
DAMAGE**

Liability for consequential damages is excluded.

**6.5  
LIABILITY OF THE  
EMPLOYER**

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

## **Paragraph 7 Insurance against Liability and Damages / Guarantees**

### **7.1 INSURANCE AGAINST LIABILITY AND DAMAGES**

- 7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:
- (a) professional liability insurance;
  - (b) personal liability insurance;
  - (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract; and
  - (d) motor vehicle third party liability insurance and motor vehicle comprehensive hull insurance for the vehicles acquired in connection with this Consulting Contract.
- 7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Remuneration and may not be charged separately.
- 7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

### **7.2 GUARANTEES**

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall always be provided as bank guarantees issued in favour of the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

## **Paragraph 8 Disputes and Arbitration Procedure**

### **8.1 AMICABLE SETTLEMENT**

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

### **8.2 MEDIATION**

- 8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.
- 8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.
- 8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.
- 8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.
- 8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

### **8.3 ARBITRATION PROCEDURE**

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [*Amicable settlement*] or by way of mediation pursuant to Paragraph 8.2 [*Mediation*], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

## **Part II: Special Conditions**

### **Ad Article 1: General Provisions**

#### **Ad 1.1: Definitions**

**“Completion Period”:** The completion period shall be the period starting on the Commencement Date and ending **after 48 months**.

**“Country”:** **United Republic of Tanzania**

**“Project”:** **Zanzibar Water Security Project**

**BMZ no. 2022 67 102**

as further specified in Annex 3.

**“Commencement Date”:** the date falling **4 weeks** after the entry into force of this Consulting Contract.

*[The date on which execution shall be commenced can be identical with the date on which the contract enters into force or it can lie after the date on which the contract enters into force. The date on which execution shall be commenced can be defined in absolute terms (first option) if the timeline of events is fixed or it can be defined relative to the date on which the contract enters into force (second option) if the date on which the contract enters into force cannot be determined in advance. The option that does not apply shall be erased. Usually, between the date on which the contract enters into force and the date on which execution shall be commenced a mobilization phase is planned for, whose length may be up to four weeks depending on nature and scope of the task. ]*

#### **Ad 1.4: Communication and Language**

The language for notices, instructions, reports and other communication shall be **English**.

##### **Notices**

##### **Address of the Employer**

Postal address **Ministry of Water, Energy and Minerals**

Email: **[•]**

Phone: **[•]**

Fax: **[•]**

##### **Address of the Consultant**

Postal address

Email: [●]

Phone: [●]

Fax:

Tax Residence of the Consultant and all JV Partners

Address of KfW

Postal address

Palmengartenstrasse 5 – 9  
60325 Frankfurt  
Germany

*[The general address for KfW should be specified or changed according to the project in question]*

Email: [●][@kfw.de](mailto: [●]@kfw.de)

Phone: +49 (69) 7431-[●]

Fax: +49 (69) 7431-[●]

**Ad 1.5: Governing law**

The law governing this Consulting Contract shall be **the law of the Federal Republic of Germany.**

**Ad 1.9: Copyright and rights of use**

The Employer and the Consultant agree on the day of remuneration by the Employer the copyright for all studies, reports, designs and related documents furnished by the Consultant shall be owned by the Employer. This comprises also electronic versions of inter alia, drawings, calculations, surveys, etc.

**Ad 1.15: Reimbursements**

Account details of the Employer's extra account for all reimbursements: [●]

**Ad Article 2: The Employer**

**Ad 2.2: Decisions and cooperation**

Decisions/discretions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken/exercised/performed at the latest within **two weeks** from receipt by the Employer of the respective written request of the Consultant.

**Ad 2.4: Taxes**

The Employer and the Consultant agree on the day of remuneration by the Employer the copyright for all studies, reports, designs and related documents furnished by the Consultant shall be owned by the Employer. This comprises also electronic versions of inter alia, drawings, calculations, surveys, etc.

**Ad 2.6: Contact person of the Employer**

The Employer's contact person shall be [•].

Contact details [•].

The Employer's deputy shall be [•].

Contact details [•].

**Ad Article 3: The Consultant**

**Ad 3.3: Due diligence**

[•]

**Ad 3.4: Reporting and information**

[•]

*[Indicate nature, scope and frequency of reports, including a final report, throughout the period of the Contract. ]*

**Ad 3.6.1: The Consultant's contact person**

The Consultant's contact person shall be [•].

Contact details [•].

The deputy shall be [•].

Contact details [•].

**Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis**

The Consultant's contact person for cases of emergency or crisis shall be [•].

Contact details [•].

The deputy shall be [•].

Contact details [•].

**Ad Article 5: Remuneration**

**Ad 5.1: Forms of Remuneration**

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to [●] in EUR

(the “**Contract Value**”).

In accordance with the Terms of Reference, the Services will be rendered as a combination of lump sum and time based services.

This Contract Value is composed of

up to [●] in EUR

(the “**Contract Value for Lump Sum Services**”).

and

up to [●] EUR

(the “**Contract Value for Time Based Services**”).

(a) The Contract Value is composed of:

- (i) The amounts referred to in Annex 8 as Packages A and B up to an aggregate maximum amount of [●] EUR
- (ii) Other Costs in accordance with Annex 8] up to an aggregate maximum amount of [●] EUR

The Contract Value is exclusive of the remuneration for the following options:

Option [●] Up to [●] EUR

(b) The applicable currency for the Consulting Contract is EUR.

It is agreed that the Employer may make payments in Euro even if the invoice is issued in a currency other than Euro. In such cases, the payments in Euro will be based on the exchange rate (reasonably to be determined by KfW) applicable on the day on which the payment is made. For these purposes, the Employer or (in case of an Agency Contract, KfW on its behalf) is entitled to request the Consultant to provide a bank account which is able to receive Euro.

#### **Ad 5.2 (a): General Payment Terms**

Total amount of the advance payment: EUR[●]

equalling [●]% of the Contract Value [*if applicable*: excluding Other Costs]

Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10. Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. It must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to KfW.

### 5.3: Payment Conditions

#### Package A - Lump sum services

Advance Payment	20% of the contract sum for Package A (fixed fee) as Advance Payment after signature of the contract against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.
Interim Payment 1	15% of the contract sum for Package A (fixed fee) three (3) months after start of the services and upon submission and approval of the Final Inception Report
Interim Payment 2	15% of the contract sum for Package A (fixed fee) six (6) months after start of the services and upon submission and approval of - the relevant reports in accordance with the time schedule - the water resources management report
Interim Payment 3	15% of the contract sum for Package A (fixed fee) nine (9) months after start of the services and upon submission and approval of - tender documents for water supply measures - procurement and installation of monitoring equipment
Interim Payment 4	20% of the contract sum for Package A (fixed fee) twelve (12) months after start of the services and - upon acceptance of draft construction contracts for water supply measures - submission and approval of design and tender documents for sanitation measures - set-up of groundwater modell
Interim Payment 5	10% of the contract sum for Package A (fixed fee) fifteen (15) months after start of the services - upon acceptance of draft construction contracts for sanitation measures
Final Payment	5% of the contract sum for Package A (fixed fee) completion of lump sum part of services for Component 1, 2 and 3

### Other Cost

<b>Other Costs</b> Items 8. and 9. of	Remuneration of these items shall be at actual cost against proof of evidence submission with interims or
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### Package B – Time based services

Advance Payment	15% of the contract sum for Package B (fixed fee) as Advance Payment at commencement of the time based services for Package B approx. after month twelve (12) with start of the construction period against presentation of an invoice and an advance payment guarantee (if applicable) in the form set out in Annex 10 from a bank acceptable to the PEA and to KfW.
Interim Payments	up to 95% of the contract sum for Package B (fixed fee) as quarterly instalments after submission and approval of Quarterly Reports by the PEA and KfW and on basis of submitted timesheets. The first invoice can be presented 3 months after commencement of the time based services. From each quarterly instalment 20% of the advance payment shall be deducted to refund the advance payment until it is fully repaid.
Final Payment	up to 5% of the contract sum for Package B (fixed fee) upon completion of the services, submission of the Final Report and after approval of the Final Report by the PEA, KfW's non-objection and presentation of an invoice.

### Ad 5.5: Invoicing

The Consultant's invoice shall indicate the BMZ-No. (see Definition of "Project" pursuant to Article 1.1).

Payments may be made to the Consultant directly by KfW according to the direct disbursement procedure if agreed between KfW and the Employer.

Payments shall be made to the following account:

Account holder: [•]  
Bank: [•]  
Account number: [•]

*[where applicable:]*

IBAN: [•]

BIC: [•]

If the Consultant's account-holding bank is not located in the currency area of the currency of payment:

BIC of correspondent bank: [•]

**Ad 5.6: Payment deadline**

Agreed compensation for overdue payments pursuant to Paragraph 5.6 [*Payment Deadline*]: **3%** per cent per year, in relation to the outstanding amount.

**Ad 5.9: Price adjustment**

The following method shall apply to the adjustment of unit prices in EUR. The unit prices shall be fixed "for a period of [**see Data Sheet**]. For Services which are provided beyond this period, the unit prices shall be adjusted as follows:

$$P_n = P_o * (0.15 + 0.85 * I_n / I_o)$$

$P_n$  = Revised unit price.

$P_o$  = Original unit price (i) valid at the date of expiry of the validity (including any extensions) of the Consultant's bid.

$I_n$  = Unit price per Index prevailing one month after expiry of the fixed rate and which shall be valid for 12 (twelve) months. If no official Index is available at this time the latest available Index before this date shall be used.

$I_o$  = Unit price per Index applicable at the date determination of the  $P_o$ . If no official Index is available at this time the latest available Index before this date shall be used.

"**Index**" is defined as the Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt).

**Ad Article 6: Liability**

**Ad 6.3: Period of liability**

The Consultant's liability shall terminate one year after the final acceptance of the structures or units (if any) planned and supervised by it.

**Ad Article 7: Insurance**

The insurance shall be taken out by the Consultant:

Personal injury: EUR 3,000,000 2-fold maximises

Property and financial damages: EUR 3,000,000 2-fold maximises

## **Ad Article 8: Disputes and Arbitration Procedure**

### **Ad 8.2: Mediation**

The mediator shall be appointed by **the International Chamber of Commerce in Paris** and the appointment shall be binding for the parties.

The costs of the mediation and of the mediator's services shall be shared equally between the parties.

### **Ad 8.3: Arbitration Procedure**

The place of arbitration shall be Frankfurt/Main, Germany.

The language of the arbitration procedure shall be English.

(Place, date)

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(for the Employer)

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(for the Consultant)

### **List of Annexes**

***[Note: If one or several of the Annexes are not necessary in the respective Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.]***

<b>Annex no.</b>	<b>Title</b>
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries (in the version valid on the date the bid was submitted)
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee

## **Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")<sup>3</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>4</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex 1 countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);

<sup>3</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>4</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>5</sup>

<sup>5</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

(ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>6</sup>: \_\_\_\_\_

**Signature:** .....

**Dated:** .....

<sup>6</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

## **Declaration of tax conformity – binding confirmation for legal persons**

### **Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....  
(Place)

.....  
(Date)

.....  
(Name of the consultant)

.....  
(Signature(s))

## **Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

(Date)

(Name of the person)

.....  
(Signature)

**Terms of Reference plus Tender Documents**

**Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Co-operation with Partner Countries**

(in the version valid on the date the bid was submitted)

**Staffing Schedule**

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

**Equipment and Furnishings to be provided by the Employer and Third-party  
Services Commissioned by the Employer**

**Time Schedule for Delivery of the Services**

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

**Cost Calculation and Invoicing in [EUR preferably]  
Package A – Lump Sum Services**

<b>Detailed Cost Calculation – Fees, Transport, Logistics</b> (for information only not basis for payments)				
<b>1. Foreign Staff Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>	<b>Contract amount</b>
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
<b>Sub-total Foreign staff</b>				
<b>2. Local Staff Cost</b> (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
<b>Sub-total Local staff</b>				
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
<b>Sub-total Allowance and accommodation</b>				
<b>4. International Travel</b>				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 .... other international flights	flight	...		
<b>Sub-Total International flights</b>				
<b>5. Local Travel &amp; Transport Cost</b>				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
<b>Sub-total Local transport</b>				
<b>6. Project Office</b>				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
<b>Sub-total Project office</b>				
<b>7. Reports and Documents</b>				
7.1 ... (Type of reports/documents to be stated)	/doc	...		
7.2 ...	...	...		
<b>Sub-total Reports and documents</b>				
<i>If 8./9. Equipment / Miscellaneous items are part of lump sum service price add relevant column(s)</i>				
<b>Total Package A – Lump Sum Services</b>				

### Cost Calculation and Invoicing in [EUR preferably] Package B – Time Based Services

Detailed Cost Calculation – Fees, Transport, Logistics				
<b>1. Foreign Staff Cost</b>	<b>Unit</b>	<b>Quantity</b>	<b>Lump sum unit rate</b>	<b>Contract amount</b>
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
<b>Sub-total Foreign staff</b>				
<b>2. Local Staff Cost</b> (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
<b>Sub-total Local staff</b>				
<b>3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff</b>				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
<b>Sub-total Allowance and accommodation</b>				
<b>4. International Travel</b>				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 .... other international flights	flight	...		
<b>Sub-Total International flights</b>				
<b>5. Local Travel &amp; Transport Cost</b>				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
<b>Sub-total Local transport</b>				
<b>6. Project Office</b>				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
<b>Sub-total Project office</b>				
<b>7. Reports and Documents</b>				

Model for invoicing			
Total prev. invoices (qty/amount)	This invoice (qty/ amount)	Total amount to date	Remain- ing budget

**Annex 8**

7.1 ... (Type of reports/documents to be stated)	/doc	...							
7.2 ...	...	...							
<b>Sub-total Reports and documents</b>									
<b>8. Equipment Costs</b>									
8.1 Office equipment									
8.2 Project vehicles									
8.3 Other equipment to be handed over/consumed									
<b>Sub-total Equipment Costs</b>									
<b>9. Miscellaneous</b>									
9.1 Other miscellaneous items/services									
9.2 Security measures									
<b>Sub-total Miscellaneous</b>									
<b>Total Package B – Time Based Services</b>									
<b>minus Advance payment</b>									
<b>minus Retention</b>									
<b>Total</b>									



## **The Consultant's Bid**

# Advance Payment Guarantee

**Beneficiary:** *[Insert name and Address of Employer]*

**Date of issue :** *[Insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Contractor**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*<sup>7</sup>, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Contractor on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Guarantor hereunder and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

*[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank’s branch issuing the guarantee is physically located].*

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Place, date

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Guarantor’s authorised signature(s)

<sup>7</sup> This guarantee must be issued in the Contract currency only.

*Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.*