



REQUEST FOR PROPOSAL

Project: Consultancy Services for the Development of a National Maritime Transport Policy for Malawi's Inland Waterways.

RFP No.: CCTTFA/PRL/00020

Procuring Entity: Central Corridor Transit Transport Facilitation Agency (CCTTFA)

Beneficiary: Ministry of Transport and Public Works, Government of Malawi

Invitation to Tender Timetable

Activity	Date
Advertisement to Tender	17th October 2026
Question from Supplier due date	8th November 2026
Last date on which clarifications are issued by CCTTFA	10th November 2026
Deadline for submission of Bids	17th November 2026 at 11.00 Am
Bid Opening date	17th November 2026 at 11.15 Am
Notification of award to the successful tenderer	26th November 2026
Contract start	8th December 2026

PART I – SELECTION PROCEDURES AND REQUIREMENTS

SECTION 1: LETTER OF INVITATION (LOI)

1. The Central Corridor Transit Transport Facilitation Agency (CCTTFA) is a multilateral organization established through an Agreement among the Governments of Burundi, the Democratic Republic of Congo, Malawi, Rwanda, Tanzania, Uganda, and Zambia. The Agency is mandated to coordinate and facilitate transit transport, trade facilitation, and infrastructure development along the Central Corridor.
2. The Central Corridor Transit Transport Facilitation Agency (CCTTFA) now invites a qualified and competent consulting firm to undertake the assignment of the Development of a National Maritime Transport Policy for Malawi's Inland Waterways. More details on the services are provided in the Terms of Reference (Section 7).
3. Interested bidders may obtain further information at CCTTFA website: <https://centralcorridor-ttfa.org/tenders-2/>
4. Proposals must be submitted via email to procurement@centralcorridor-ttfa.org before **17th November 2026 at 11.00Am**. Late proposals will be rejected.
5. In addition to the Letter of Invitation, the RFP includes the following documents:
 - Section 2: Instructions to Consultants (ITC)
 - Section 3: Proposal Data Sheet (PDS)
 - Section 4: Technical Proposal – Standard Forms
 - Section 5: Financial Proposal – Standard Forms
 - Section 6: Eligible Countries
 - Section 7: Terms of Reference
 - Section 8: General Conditions of Contract (GCC)
 - Section 9: Special Conditions of Contract (SCC)
 - Section 10: Forms of Contract
 - Section 11: Appendices.
6. The interested consultant should address their proposal to the Executive Secretary, Central Corridor Transit Transport Facilitation Agency (CCTTFA), Plot 84 Kinondoni Rd. Accacia Estate, 2nd Floor-Office no.202 P.o.box 2372, Dar es Salaam, Tanzania.

Yours sincerely,

Executive Secretary

Central Corridor Transit Transport Facilitation Agency (CCTTFA)

SECTION 2: INSTRUCTIONS TO CONSULTANTS

A. General		
1. Scope of Proposal, Selection Method and Interpretation	1.1	The Procuring Entity, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the provision of Consulting Services as specified in the PDS and described in detail in Section 7 [Terms of Reference] in accordance with the method of selection specified in the PDS.
	1.2	Interested Consultants with Central Corridor member state as indicated in the Letter of Invitation are to submit a Proposal for the provision of Consulting Services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.3	The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before work begins on the next phase.
	1.4	Throughout this RFP:
	1.4(a)	the term "in writing" means communicated in written form with proof of receipt;
	1.4(b)	if the context so requires, singular means plural and vice versa;
	1.4(c)	"Act" means the Public Procurement Act, Cap 410.
	1.4(d)	"Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
	1.4(e)	"Applicable Law" means the laws of Tanzania, or any other laws as may be specified in the PDS.

	1.4(g)	“Client” means the Procuring Entity (PE) that signs the Contract for the Services with the selected Consultant.
	1.4(h)	“Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
	1.4(i)	“Contract” means a legally binding written agreement signed between the PE and the Consultant and includes all the attached documents listed in its Clause 1, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
	1.4(j)	“Day” means a calendar day.
	1.4(k)	“ES” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
	1.4(l)	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
	1.4(m))	“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 Client for the performance of the Contract.
	1.4(n)	“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.
	1.4(o)	“ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
	1.4(p)	“JVCA” means a joint venture, consortium, or association.

	1.4(q)	“LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
	1.4(r)	“Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
	1.4(s)	“Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
	1.4(t)	“Proposal Data Sheet (PDS)” means an integral part of the Instructions to Consultants (ITC) Section 3 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
	1.4(u)	“RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
	1.4(v)	“Services” means the work to be performed by the Consultant pursuant to the Contract.
	1.4(w))	“Sexual Exploitation and Abuse” (SEA) means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
	1.4(x)	“Sexual Harassment” (SH) is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.
	1.4(y)	“SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

	1.4(z)	“Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
	1.4(a) a)	“TORs” (Section 7 of the SRFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Source of Funds	2.1	The PE has allocated funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	The Government requires that PE, as well as Consultants, to observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
	3.2	In pursuance of this requirement, the PE shall: (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings under public fund; if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, obstructive, collusive, coercive practices in competing for, or in executing, a contract under public fund.
	3.3	Should any corrupt, fraudulent, obstructive, or coercive practices of any kind referred to in ITC 3.4 come to the knowledge of the PE, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the PE related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

	3.4	The Government defines, for the purposes of this provision, the terms set forth below as follows:
	3.4(a)	“corrupt practice” means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;
	3.4(b)	“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among consultants, prior to or after submission designed to establish prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
	3.4(c)	“obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act;
	3.4(d)	“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
	3.5	The Consultant shall be aware of the provisions on fraud and corruption stated in GCC3 [Corrupt, Fraudulent or Coercive Practices] and GCC66.3 [Termination for Default].
	3.6	The Consultant’s and the PE’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Consultants	4.1	All Consultants within Central Corridor member state are eligible to submit proposals. Eligibility as a firm from a Central Corridor member state is determined by the country of incorporation or primary business registration. In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the selection process and, in the event the JVCA is awarded the Contract, during contract execution. The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the PE. In the case of a JVCA, all members must be from Central Corridor member states.
	4.2	Any proposal from a JVCA shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party shall not be substantially altered without prior written approval of the PE.
	4.3	The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent or coercive practices in accordance with ITC3 [Corrupt, Fraudulent or Coercive Practices].
	4.4	Government or semi-public agencies in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.

	4.6	Consultants and individuals may be ineligible if – (a) such person is declared bankrupt or, in the case of company or Consultant insolvent; (b) payments in favour of the person, company or Consultant is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such person, company or Consultant involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; (d) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct; (e) the person or Consultant is debarred and blacklisted in accordance with Public Procurement Act from participating in public procurement for corrupt, coercive, fraudulent, collusive or obstructive practices, breach of a procurement contract, failure to abide with Bid Securing Declaration and making false representation about his qualifications during selection proceeding or other grounds as may be deemed necessary by the Authority; (f) Company or Consultant is found guilty of serious misrepresentation with regard to information required for participation to submit proposals; or (g) the Consultant is from an ineligible country as specified under Section VI [Ineligible countries] of this tendering document.
	4.6[2]	The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
	4.7	Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the PE he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

	4.8	Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of the PE, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
5. Conflict of Interest	5.1	General: The Consultant (including any of his affiliates/associates), in reference to the requirements that the Consultant provides professional and objective advice and at all times hold the PE's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in ITC 5.2 to 5.4 below. "COI" shall mean a situation in which a Consultant provides biased professional advice to a PE in order to obtain from that PE an undue benefit for himself or affiliate(s)/associate(s).
	5.2	Conflicting Activities: A firm that has been engaged by the PE to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

	5.3	<p>Conflicting Assignments: A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another PE. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a PE in the privatization of public assets shall not purchase, nor advise PEs of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.</p>
	5.4	<p>Conflicting Relationships: A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the PE's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.</p>
	5.5	<p>Unfair Competitive Advantage: 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. To that end, the PE shall indicate in the PDS and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
6. Eligible Services	6.1	<p>All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS.</p>
7. Site Visit	7.1	<p>The Consultant, at the Consultant's own responsibility, cost and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for Provision of Services.</p>

	7.2	The Consultant should ensure that the PE is advised of the visit in adequate time to allow it to make appropriate arrangements.
	7.3	If specified in PDS, the Consultant's designated representative is invited to attend a site visit which, if convened, will take place at a place and on the date and time specified in the PDS. Unless specified in the PDS, non-attendance at the site visit will not be a cause for disqualification of a Consultant.
B. Request for Proposal		
8. RFP Sections	8.1	In addition to the Letter of Invitation, the RFP includes the following documents: PART 1 SELECTION PROCEDURE AND PROCURING ENTITY'S REQUIREMENTS: Section 2: Instructions to Consultants (ITC), Section 3: Proposal Data Sheet (PDS), Section 4: Technical Proposal – Standard Forms, Section 5: Financial Proposal – Standard Forms, Section 6: Eligible Countries, Section 7: Terms of Reference (TOR). PART 2: CONDITIONS OF CONTRACT AND CONTRACT FORMS: Section 8: General Conditions of Contract (GCC), Section 9: Special Conditions of Contract (SCC), Section 10: Contract Forms, Section 11: Appendices.
	8.2	The PE is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the CCTTFA.
	8.3	The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.
9. RFP Clarification	9.1	A prospective Consultant requiring any clarification of the RFP may notify the PE as specified on PDS prior to the deadline for submission of Proposals.

	9.2	The PE shall within three (3) working days after receiving the request for clarification respond as specified on PDS. The response shall include a description of the enquiry but without identifying its source.
	9.3	Should the PE deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT 11 [RFP Amendment].
10. Pre-proposal meeting	10.1	To clarify issues and to answer questions on any matter arising in the RFP, the PE may, if stated in the PDS, invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the PDS. The Consultant is encouraged to attend the meeting if it is held.
	10.2	PE may respond to questions during the meeting, however, all questions raised and their responses will be transmitted in accordance with ITC 10.3.
	10.3	Minutes of the pre-proposal meeting, if applicable, including questions raised by the Consultants without identifying the source and the responses given, together with any responses prepared after the meeting will be transmitted as Stated on PDS.
11. RFP Amendment	11.1	Any modification to the RFP Sections listed in ITC 8 [RFP Sections] that may become necessary as a result of the pre-Proposal meeting shall be made by the PE exclusively through the issue of an Addendum pursuant to this clause and not through the minutes of the Pre-Proposal meeting.
	11.2	At any time prior to the deadline for submission of Proposals, the PE, for any reason on its own initiative or in response to a clarification request from a consultant, may amend the RFP by issuing an addendum.
	11.3	Any addendum including the notice of any extension of the deadline issued shall be the part of the RFP and shall be communicated as stated on PDS.

	11.4	In order to allow prospective Consultants reasonable time to take an addendum into account in preparing their Proposals, the PE at its discretion may extend the deadline for the submission of Proposals, pursuant to ITC 28 [Proposal Submission Deadline].
	11.5	Where PE decides to extend the submission date, the notice of any extension of the deadline shall be given promptly .
C. Proposal Preparation		
12. Only One Proposal	12.1	A short listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. This does not, however, preclude a sub-consultant, or the Consultant's Staff from participating as Key Experts and Non-Key Experts in more than one proposal when circumstances justify and if stated in the PDS.
13. Costs of Preparation of Proposal	13.1	The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
14. Proposal: Language	14.1	The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or language specified in the PDS, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
	14.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

15. Proposal: Documents	15.1	The Proposal prepared by the Consultant shall comprise the following: (a) Technical Proposal; (b) Financial Proposal; (c) Documentary evidence establishing the Consultant's eligibility; and (d) Post-qualification Information; and (e) Any other document required as stated in the PDS.
16. Proposal: Preparation	16.1	In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
	16.2	The Consultant shall prepare the Technical Proposal in accordance with ITC 17 [Technical Proposal Preparation] and ITC 18 [Technical Proposal: Format and Content] using the forms furnished in Section 4: Technical Proposal; Standard Forms.
	16.3	The Consultant shall prepare the Financial Proposal in accordance with ITC 19 [Financial Proposal Format and Content] and using the forms furnished in Section 5: Financial Proposal; Standard Forms.
	16.4	All the forms mentioned in ITC 18 [Technical Proposal: Format and Content] and ITC 19 [Financial Proposal Format and Content] shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.
17. Technical Proposal Preparation	17.1	While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC 17.2 to 17.7 inclusive.

	17.2	<p>If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short-listed Consultants at the time of submission of a proposal is not permitted, and the PE shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the PE, which must be obtained prior to the submission of a proposal. A short-listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the PE. For such cases, the Proposal shall be submitted in the name of the Main Consultant. For such sub-consultancy (etc.), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc.) shall in no event relieve the short-listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.</p>
	17.3	<p>For Quality and Cost Based Selection (QCBS) or Least Cost Selection (LCS) based assignments, the estimated number of Professional staff-months is indicated in the PDS; however, the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.</p>
	17.4	<p>For Selection under a Fixed Budget (FBS), the available budget is given in the PDS, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.</p>
	17.5	<p>Proposed professional staff shall have at least the qualification experience indicated in the PDS, preferably working under conditions similar to Malawi. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.</p>

	17.6	Alternative experts shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. The CV of the key staff shall be signed by the CV holder and an authorized official of the Consultant.
18. Technical Proposal: Format and Content	18.1	The Technical Proposal shall provide the following information using the Technical Proposal Standard Forms (Section 4):
	18.1(a)	TECH-1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant.
	18.1(b)	TECH-2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the PE as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the PE.
	18.1(c)	TECH-3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the PE.

	18.1(d)	TECH-4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule and Planning for deliverables (Form TECH-5) and should be in the form of a bar chart showing the timing proposed for each activity.
	18.1(e)	TECH-5: Work Schedule and Planning for Deliverables.
	18.1(f)	TECH-6: Team Composition- list of proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks. Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
	18.1(g)	TECH-7: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
	18.1(h)	Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment.
	18.1(i)	Any additional information that might be requested in the PDS.
	18.2	The Technical Proposal shall not include any financial information.
19. Financial Proposal Format and Content	19.1	The Financial Proposal shall provide the following information using the Financial Proposal - Standard Forms (Section 5):

	19.1(a)	FIN-1: Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
	19.1(b)	FIN-2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes.
	19.1(c)	FIN-3: being the breakdown of costs against staff remuneration.
	19.1(d)	FIN-4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS.
	19.1(e)	FIN-5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel. If appropriate, all these costs should be broken down by activity.
20. Taxes	20.1	The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The PE will state in the PDS if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
21. PE Inputs	21.1	The PE shall: (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS; (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.

22. Alternative Proposals	22.1	Unless otherwise stated in PDS, alternative proposals shall not be considered. Where the RFP allows alternative proposals, a Consultant shall quote the price for the fully compliant proposal and then, separately indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted.
23. Proposal Prices	23.1	The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to provide under the contract.
	23.2	Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC 43 [Proposal: Negotiation].
24. Proposal Currency	24.1	All prices shall be quoted in currency (ies) as stated in the PDS.
25. Proposal Validity	25.1	Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the PE.
	25.2	Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The PE will make its best effort to complete negotiations within this period.
	25.3	In exceptional circumstances, prior to the expiration of the original Proposal validity period, the PE may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made through official email. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the procurement proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.

	25.4	If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the PE together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
	25.5	If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the PE, such Proposal will be rejected.
26. Proposal Format and Signing	26.1	The Consultant shall prepare the Technical Proposal as described in ITC18 [Technical Proposal: Format and Content] and the Financial Proposal as described in ITC19 [Financial Proposal Format and Content].
	26.2	The Proposals shall be signed by a person or persons duly authorized to sign on behalf of the Consultant and the authorization documents shall be submitted together with the proposal indicating the name and position of each signatory in accordance to the requirements, preferably Portable Document Format (PDF). The authorization shall be in the format provided in Section 4.
D. Proposal Submission		
27. Proposal Submission	27.1	All Proposals shall be submitted electronically in separate files (Technical & Financial) VIA procurement@centralcorridor-ttfa.org . The Consultant shall properly name his soft copies of documents before submission through email.
	27.2	Consultants must ensure the integrity, completeness and authenticity of their submission; and in case of electronic records entered online and files containing the proposal being unreadable for any reason, the proposal submitted shall not be considered.

28. Proposal Submission Deadline	28.1	Proposals shall be received by the PE through procurement email in a manner specified in ITC 27.2 [Submission of Proposals] not later than the date and time specified in the PDS.
	28.2	The PE may, in exceptional circumstances and at its discretion and before expiry of the submission deadline, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC11 [RFP Amendment], in which case all rights and obligations of the PE and Consultants previously subject to the original deadline will thereafter be subject to the new deadline.
29. Proposal Submitted Late	29.1	PE does not allow a Consultant to submit its Proposals after the deadline for submission of Proposals in accordance with ITC 28 [Proposal Submission Deadline].
30. Proposal Modification, Substitution or Withdrawal	30.1	A Consultant may modify or substitute or withdraw its proposal after it has been submitted to the PE through sent email with modification document, provided that such modification or substitution or withdraw is made prior to the deadline for submission of proposals prescribed under ITC 28 [Proposal Submission Deadline].
	30.2	No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC28 [Proposal Submission Deadline].
E. Proposal Opening and Evaluation		
31. Technical Proposal Opening	31.1	The opening of the Technical Proposals shall be done by Proposal Opening Committee. A virtual meeting link for the opening session shall be published on the PE website at least four (4) hours before the scheduled opening time. No Proposal shall be rejected at proposal opening.
	31.2	The PE shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC 37 [Financial Proposal Opening].

32. Confidentiality	32.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's anti-fraud and corruption policy.
	32.2	Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the PE.
33. Proposal Clarification	33.1	The PE may, in writing, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be communicated through CCTTFA Website or means specified in the PDS and no change in the substance of the Proposal shall be sought, offered or permitted.
34. Contacting the Procuring Entity	34.1	Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the PE.
	34.2	Any effort by a Consultant to influence the PE in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
35. Examination of Conflict of Interest Situation [COI]	35.1	During the evaluation of the Technical Proposals, the PE shall ascertain that no new Conflict of Interest [COI] situations have arisen since the Consultant was short-listed. If the PE identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.

	35.2	If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the PE shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.
	35.3	If a Consultant has been found to mislead the PE by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
36. Proposal: Technical Evaluation	36.1	The PE shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC 36.2.
	36.2	Technical Proposals shall be evaluated and ranked applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.
	36.3	Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the PE that work associated with implementation of any such improvements are included in the inputs shown on the Consultant's staffing schedule.
37. Financial Proposal Opening	37.1	In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the PE shall notify through email to submit the password those Consultants that have secured the minimum qualifying mark, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall not be sooner than Seven (7) working days after the notification date

	37.2	In the Case of QBS, after the technical evaluation is completed, the PE shall notify, through email, the Consultant that have secured the Maximum Score, indicating the date and time for opening the Financial Proposals. The date of opening of financial proposals shall not be sooner than Seven (7) working days after the notification date and the financial proposals shall be opened.
	37.3	The PE shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will not be opened.
	37.4	Financial Proposals shall be opened virtually.
38. Proposal: Financial Evaluation	38.1	The PE will review the detailed content of each Financial Proposal. During the review, the PE will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
	38.2	Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the PE will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.
	38.3	In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the PDS.
39. Correction of Arithmetical Errors	39.1	Under Lump sum Contract, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 39.2 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

	39.2	The PE's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the PDS.
40. Conversion to Single Currency	40.1	Prices expressed in the various currencies shall be converted to a single currency in which they are payable to Tanzania Shilling using the selling rates of exchange issued by the Bank of Tanzania prevailing on the date of tender opening.
41. Proposal Combined Evaluation	41.1	In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the PDS: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC 43 [Proposal Negotiation].
	41.2	In the case of Fixed-Budget Selection, the PE will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
	41.3	In the case of the LCS, the PE will select the lowest proposal ("evaluated" price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC 43 [Proposal: Negotiation].
42. Post-qualification of Consultants	42.1	The PE shall conduct post-qualification to determine whether the Consultant with the best-evaluated proposal has the capability, legal capacity and resources to carry out the contract. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the first ranked consultant using non-discretionary criteria, as stated in the Request for Proposal. The result of the post-qualification shall be embodied in a formal report.

	42.2	The criteria for post-qualification or due diligence shall include: (a) legal requirements: to verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the consultant and the fact that it is not included in any “blacklist”; (b) technical requirements: to determine compliance of the consulting services offered with the requirements specified in the request for proposal including, where applicable verification and validation of the consultant’s stated competence and experience on similar contracts, and the competence and experience of the consultant’s key personnel to be assigned to the consulting services; (c) financial requirements: to verify, validate and ascertain the audited financial statements of the consultant and the financial proposal; (d) knowledge of local working conditions; (e) current commitments; (f) litigation record; or (g) any other relevant criteria.
	42.3	Where the Financial Proposal of the lowest evaluated Consultant is considered to be abnormally low, the PE shall perform price analysis as part of the post-qualification. The following process shall apply: (a) The PE may reject a proposal if the PE has determined that the price in combination with other constituent elements of the proposal is abnormally low in relation to the subject matter of the contract...

SECTION 3: PROPOSAL DATA SHEET (PDS)

Ser. No.	Required Information/Data	ITC Clause	Information/Data to be filled by PE
1	Name of the PE	1.1	The PE is Central Corridor Transit Transport Facilitation Agency (CCTTFA), Plot 84 Kinondoni Rd. Accacia Estate, 2nd Floor-Office no.202 P.O.box 2372, Dar es Salaam, Tanzania.
2	Service/Project/Proposal Identification	1.1	RFP No. CCTTFA/PRL/00020: Development of National Maritime Transport Policy for Malawi's Inland Waterways.
3	Description of Services	1.1	The objectives and brief description of the Services are: To develop a comprehensive, inclusive, evidence-based and implementable National Maritime Transport Policy for Malawi's inland waterways, including legal/institutional reform roadmap and implementation plan.

4	Selection Procedure	1.1	The Method of Selection is open tender to Central Corridor member state under Quality and Cost Based Selection (QCBS).
5	Applicable Law	1.4	Applicable Law is the Laws of the United Republic of Tanzania.
6	Phasing of the Assignment	1.3	The assignment is to be completed within twenty-six (26) Weeks from the effective date of contract commencement.
7	Source of Funds	2.1	The source of fund is PE Internal fund
8	Development Partner	2.3	None.
9	Unfair Competitive Advantage	5.5	Not Applicable.
10	Eligible Countries	6.1	Central Corridor member countries (Burundi, DRC, Uganda, Rwanda, Zambia ,Malawi & Tanzania)
11	Clarification	9.1	<ul style="list-style-type: none"> • Requests for clarification shall be received not later than Seven days (7) days before the proposal submission deadline. • Requests for clarification shall be submitted in writing to: Executive Secretary, CCTTFA, P.O. Box 2372, Dar es Salaam, Tanzania. Email: procurement@centralcorridor-ttfa.org. • The PE will respond after three (3) days to request to clarification by upload then at PE website.
12	RFP Amendment	11.3	Any amendment will be upload on CCTTFA website
13	Participation of Sub-consultants, Key Experts and Non-Key Experts	12.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is Not Permissible.
14	Language of Proposal	14.1	The Proposal and other documents shall be written in the English language.
15	Other documents required to be submitted	15.1(e)	Other documents required: Valid Tax Clearance Certificate, Certificate of Incorporation/Registration (as proof of eligibility under a Central Corridor member state), and Power of Attorney for the signatory.
16	Professional Time Input	17.3	Not applicable
17	Available Budget	17.4	Not applicable
18	Qualifications of Professional Staff	17.5	<p>The minimum required qualification and experience of professional staff are as follows:</p> <p>Team Leader: Master's degree in Maritime Transport/Policy/Economics; 10 years exp; Leadership of 2+ comparable maritime policy assignments.</p> <p>Maritime Safety Specialist: Postgraduate qual; 7</p>

			<p>years exp; IMO conventions knowledge.</p> <p>Legal Specialist: Master's degree in Maritime Law/Legislative Drafting; 7 years exp; Legal gap analysis experience.</p> <p>Inland Water/Port Specialist: Postgraduate qual; 7 years exp; Inland water systems knowledge.</p> <p>Environment/Climate Specialist: Postgraduate qual; 5 years exp; Maritime environmental protection.</p> <p>Transport Economist: Postgraduate qual; 7 years exp; Transport demand/investment analysis.</p> <p>Governance/Stakeholder Specialist: Postgraduate qual; 5 years exp; Institutional assessment.</p>
19	Training	18.1	Training is not a specific component of this assignment.
20	Additional information on the Technical Proposal	18.1	Additional information on methodology must include the 8-phase road map (Inception, Diagnostic, IMO Assessment, Consultation, Formulation, Validation, Finalization, Implementation Planning).
21	Reimbursable Expenses	19.1(d)	<p>Reimbursable expenses include:</p> <p>a) Per diem for Personnel when absent from home office.</p> <p>b) Cost of necessary travel (airfare/local transport).</p> <p>c) Cost of field work and stakeholder consultation workshops.</p> <p>d) Communication costs.</p>
22	Payment of Local Taxes	20.1	The Consultant shall be responsible for payment of local taxes (<i>Applicable taxes will be treated in accordance with Tanzanian Tax legislation. For foreign firms, Withholding Tax (WHT) may apply as per national regulations. Consultants are advised including all applicable taxes and statutory obligations in their Financial Proposals based on their tax status</i>)
23	PE Inputs	21.1 (a)	The PE will provide the following inputs: Access to government documents, relevant data, facilitation of meetings with stakeholders, office space for meetings (if required), and counter-part staff from the Ministry/CCTTFA.
24	Alternative Proposals	22.1	Are alternative Technical Proposals allowed? No.
25	Currency of the Proposal	24.1	The Financial Proposal shall be stated in the following currencies: United States Dollars (USD)
26	Validity Period of the Proposals	25.1	Proposals must remain valid for 120 days after the submission deadline date.
27	Submission of Proposals	25.6	i. The Consultant shall submit its Bid electronically via email to: procurement@centralcorridor-ttfa.org

			<p>ii. Consultant shall submit the Technical Proposal and Financial Proposal as two separate PDF files. The files shall be clearly named:</p> <ul style="list-style-type: none"> • Technical Proposal – [Name of Bidder] • Financial Proposal – [Name of Bidder] <p>iii. The Financial Proposal should encrypted and password-protected to ensure confidentiality and shared during bid opening as per PDS.</p> <p>iv. Financial Proposal passwords shall only be requested from bidders who attain the minimum qualifying technical score.</p>
28	Evaluation Criteria for Technical Proposal	36.2	<p>A. Mandatory Preliminary Requirements</p> <ol style="list-style-type: none"> Company profile demonstrate that the consultant is legally registered company operating in any of the central Corridor member countries (Burundi, DRC, Uganda, Rwanda, Malawi, Zambia and Tanzania) For JIV the lead company must legally registered and operate in any of seven-member state. Documentary evidence required; <ol style="list-style-type: none"> Powers of Attorney Submission certificate of registration/ incorporation Valid TAX Clearance Certificate <p><i>Nb. Failure to pass any of above criteria can result to disqualification to proceed with technical evaluation.</i></p> <p>B. Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:</p> <ol style="list-style-type: none"> Firm's general experience, reputation and experience in previous similar assignments [20 points] <ol style="list-style-type: none"> Relevant experience in maritime transport policy/strategy [10] Experience in inland water transport/African context [10] Understanding of the terms of reference, methodology and the overall quality of the proposal [35 points] <ol style="list-style-type: none"> Adequacy of methodology and work plan (8-phase approach) [15] Understanding of Malawi context and IMO instruments [10]

			<p>c. Quality of stakeholder consultation and QA approach [10]</p> <p>3. Qualification of key personnel [40 points]</p> <p>a. General qualifications and experience of Team Leader [15]</p> <p>b. Adequacy for the project (All Key Experts) [20]</p> <ul style="list-style-type: none"> • Maritime Policy Specialist: 4 pts • Legal/Institutional Expert: 3 pts • Economist: 3 pts • Environmental/Social Expert: 3 pts • Transport/Infrastructure Expert: 3 pts • Governance/Public Sector Expert: 2 pts • Local Context Expert: 2 pts <p><i>Note: The 15 points for the Team Leader assess overall leadership, general project management, and senior strategic experience. The 20 points for Key Experts assess specific technical/disciplinary expertise relevant to their individual positions.</i></p> <p>4. Experience in region and language [5]</p> <p>5. Local Firm Participation [5 points]</p> <p>a. Inclusion of Malawi local firms [5]- Consultant is a local firm incorporated in Malawi .Evidence required: Certificate of Incorporation for local firms.</p> <p>Total Points: 100.The minimum Technical Score (St) required to pass is: 75 Points.</p>
29	Formula for Computing Financial Score in Case of QCBS	38.3	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.
30	Exclusion of Taxes in the Evaluation of Financial Proposals	39.2	For the purpose of evaluation, the Client will exclude all local identifiable indirect taxes. These will be discussed at contract negotiation.
31	Currency for Conversion	40.1	Not Applicable
32	Weights to Technical and Financial Proposals	41.1	The weights given to the Technical and Financial Proposals are: $T = 0.80$ (80%), and $P = 0.20$ (20%).
33	Address for Contract Negotiations	43.1	The address for contract negotiations is: Central Corridor Transit Transport Facilitation Agency (CCTTFA)

34	Performance Security/Performance Securing Declaration	45.1	Not applicable.
35	Environmental and Social Performance Security	45.2	Not Applicable.
36	Advance Payment Security	47.1	Not Applicable
37	Date of Commencement of the Assignment	48.1	The assignment is expected to commence on November 2026.

SECTION 4: TECHNICAL PROPOSAL – STANDARD FORMS

The Consultant shall submit the following forms as part of the Technical Proposal:

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of PE]*

To: *[Name and address of Client]*

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 Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposals.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy]*.

If negotiations are held during the period of validity of the Proposal, i.e., before *(insert day, month and year in accordance with Proposal Data Sheet ITC 25.1)*, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than *(insert day, month and year in accordance with Proposal Data Sheet ITC 48)*.

We also confirm that the Government of the United Republic of Tanzania/Government of Malawi has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Data Sheet ITC 3 [Corrupt, Fraudulent or Coercive Practices].

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

We remain,

Yours sincerely,

Authorised Signature <i>[in full and initials]</i>	
Name and title of Signatory	
Name of Firm	
Address	

Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

- 1) Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
- 2) Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last **three (3)** years.

2. List only those assignments for which the Consultant was legally contracted by the PE as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the PE.

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organisation: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Person-Months
Name of associated Consultants, if any:		Nº of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Staff:		

Firm's Name:	
Authorised Signature:	

Form TECH-3

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

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 Client, including: administrative support, office space, local transportation, equipment, data, etc.

–A - On the Terms of Reference

{Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

–B - On Counterpart Staff and Facilities

*{Comment here on counterpart staff and facilities to be provided by the Client according to Proposal Data Sheet **ITC 21 [PE Inputs]** including: administrative support, office space, local transportation, equipment, data, etc.}*

Form TECH-4

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

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.

[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing*

- (a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and¹ obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal)
- (b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule and Planning for Deliverables- Form TECH-5)
- (c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition, Assignments and Key Expert's Input Form TECH-6. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]

¹ **Note to PE: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]:**
“(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

[illegible]

n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client'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

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

[illegible]

[illegible]

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Proposal Data Sheet ITC36.2.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Tanzania or any other country outside the expert’s country of residence.

Full time input

☒ Part time input

Form TECH-7

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained__

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
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

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
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

Form TECH-8

Special Power of Attorney²

KNOW ALL MEN BY THESE PRESENTS THAT I the undersigned [*insert name of the Donor*]

being [*insert designation*] of [*insert name of the company*] of [*insert company address*] having its registered office at [*insert physical address of company*];

WHEREAS in course of business it is necessary to bid for tenders and enter into contracts;

NOW THEREFORE KNOW ALL MEN THAT I [*insert name of the Donor*] by virtue of authority conferred to me by the Board Resolution No [*insert Board Resolution Number*] of [*insert day*] day of [*insert Board Resolution month and year*], do hereby ordain, nominate, authorize, empower and appoint [*insert name of Donee*] of [*insert address of the Donee*] to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. [*insert tender number*] that is to say;

To act on my behalf or for the company and do any other thing or things incidental for [*insert tender Number*] of [*insert description of procurement*] for the [*insert name of the procuring entity*];

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said [*insert name of the company*] and delivered in the presence of us this [*insert date*] day of [*insert month*] [*insert year*].

IN WITNESS whereof we have signed this deed on this [*insert date*] day of [*insert month*] [*insert year*] at [*insert place*] for and on behalf of [*insert name of the company or Donor*]
.....

² **Note:** Power of Attorney of a Foreign Firm may be presented in any other legally acceptable format

SIGNED AND DELIVERED by the said
[*insert name of Donor*] Identified to me
by[*insert name*]



The latter being known to me personally

this [*insert date, month and year*]

.....

DONOR

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

Acknowledgement

I [*insert name of Donee*] doth hereby acknowledge and accept to be Attorney of the said
[*insert name of the company/donor*] under the Terms and Conditions contained in this
Power of Attorney and I promise to perform and discharge my duties as the lawfully
appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[*insert name of Donee*] Identified to me
by [*insert name*]



The latter being known to me personally

this [*insert date, month and year*],

.....

DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

SECTION 5: FINANCIAL PROPOSAL – STANDARD FORMS

[Forms FIN-1 to FIN-5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 19 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]

Form FIN-1

Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of Client]*

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 sum of *[Insert amount in words and figures]*. This amount is exclusive of local taxes, which we have estimated at *[insert amount in words and figures]*.

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 *(insert day, month and year in accordance with Proposal Data Sheet ITC 25.1)*.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity

We also declare that the Government of the United Republic of Tanzania/Government of Malawi has not declared us or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of Proposal Data Sheet ITC 3 [Corrupt, Fraudulent or Coercive Practices]

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

Signed:

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

Form FIN-2- SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 23.1 [Proposal Prices]; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: {Should match the amount in Form 5B1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

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Footnote: Payments will be made in the currency(is) expressed above (Reference to ITC 23.1).

Form FIN-3 Breakdown of Remuneration

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration ____								
No.	Name	Position (as in Form TECH-6)	Person-month Remunerati on Rate	Time Input in Person/Mont h (from Form TECH-6)	{Currency # 1- as in Form FIN-2}	{Currency # 2- as in Form FIN-2}	{Currency# 3- as in Form FIN-2}	{Local Currency- as in Form FIN-2}
	Key Experts							
K-1			[Home]					
			[Field]					
K-2								

	Non-Key Experts							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

Appendix A. Financial Negotiation - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to Form FIN-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its **Appendix 6**.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

- (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{Total Days Leave} \times 100}{[365 - w - ph - V - S]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative Date

Name: _____

Title: __

FORM FIN-4 BREAKDOWN of Reimbursable Expenses

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

Reimbursable Expenses _____

Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency as in FIN-2}
{e.g., Per diem allowances**}	{Day}						
{e.g., International flights}	{Ticket}						
{e.g., In/out airport transportation}	{Trip}						
{e.g., Communication costs between Insert place and Insert place}							
{ e.g., reproduction of reports}							
{e.g., Office rent}							
.....							
{Training of the Client's personnel – if required in TOR}							
Total Costs							

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence..

Form FIN-5: Breakdown of Taxes

er. o.	Description ¹	Unit	Unit Cost ²	Quantity	[Indicate cost for each item] ³			
					{Currenc y # 1- as in FIN-2}	{Currency # 2- as in FIN- 2}	{Currency# 3- as in FIN- 2}	{Local Currency- as in FIN-

- 1. Describe any relevant tax or taxes
- 2. Indicate Unit Cost
- 3. Indicate Cost of each item: Unit Cost x Quantity

SECTION 6: ELIGIBLE COUNTRIES

The eligible countries are central Corridor member states which are Burundi, DRC, Rwanda, Uganda, Zambia, Malawi and Tanzania.

SECTION 7: TERMS OF REFERENCE (TOR)

CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A NATIONAL MARITIME TRANSPORT POLICY FOR MALAWI'S INLAND WATERWAYS

1.0 BACKGROUND AND RATIONALE

The Government of Malawi, through the Ministry of Transport and Public Works, is mandated to facilitate the development, regulation and promotion of a safe, secure, efficient, environmentally sustainable and economically viable transport system, including inland water transport. Malawi is a landlocked country whose inland water transport system is predominantly centred on Lake Malawi and other navigable inland waterways. Inland water transport provides an important means of moving passengers and cargo, particularly for lakeshore communities, and has significant potential to support domestic and regional trade, tourism, logistics and economic development through linkages with road and rail networks and regional transport corridors, particularly the Central Corridor. The sector nevertheless faces significant constraints, including loss of market share, ageing vessels and marine infrastructure, inadequate regulatory and institutional arrangements, limited enforcement capacity, inadequate safety standards and navigational facilities, insufficient maritime skills and training capacity, environmental and climate risks, limited investment, inadequate search and rescue arrangements, and weak integration with the national multimodal transport system. There is also a need to strengthen Malawi's maritime legal and regulatory framework and to determine, in a systematic manner, the applicability, status of implementation and domestication requirements of relevant International Maritime Organization (IMO) conventions, protocols, codes, resolutions, guidelines and other international maritime instruments applicable or potentially applicable to Malawi's inland waters. A clear and predictable National Maritime Transport Policy is therefore required to establish strategic priorities, clarify institutional roles, guide legislative and regulatory reform, improve maritime safety and environmental protection, promote investment and private-sector participation, strengthen maritime skills, modernise infrastructure and vessel services, and integrate inland water transport into national, regional and international transport networks. The Ministry of Transport and Public Works intends to procure the services of a suitably qualified and experienced consulting firm through the Central Corridor Transit Transport Facilitation Agency (CCTTFA) to develop the National Maritime Transport Policy for Malawi's inland waterways. The assignment shall be undertaken through a participatory, evidence-based and consultative process and shall follow the eight-phase policy-development road map set out in these Terms of Reference.

2.0 PURPOSE OF THE CONSULTANCY

The purpose of the consultancy is to develop a comprehensive, inclusive, evidence-based, implementable and Government-ready National Maritime Transport Policy for Malawi's

inland waterways, together with the supporting legal and institutional reform roadmap, implementation plan, financing and investment framework, monitoring and evaluation framework, and dissemination strategy necessary to operationalise the Policy.

3.0 OBJECTIVES OF THE CONSULTANCY

3.1 Overall Objective

To provide Malawi with a coherent and implementable policy framework that guides the economic development, regulation, operation and management of maritime and inland water transport and related infrastructure, and transforms the subsector into a safe, secure, efficient, reliable, competitive, environmentally sustainable and economically viable component of Malawi's transport system.

3.2 Specific Objectives

1. Assess the current status, performance, demand, challenges, risks and opportunities of Malawi's inland water transport sector.
2. Review the existing national policy, legal, regulatory and institutional framework and identify gaps, overlaps, conflicts, omissions, capacity constraints and areas requiring reform.
3. Identify relevant international maritime instruments; determine their applicability to Malawi's inland waters, Malawi's ratification/accession and implementation status, and the legal, institutional, regulatory and administrative measures required for implementation or domestication.
4. Establish policy directions for maritime safety and security, vessel standards, registration, survey, inspection and certification, manning, training and competency, navigation, casualty investigation, search and rescue and emergency preparedness.
5. Assess maritime infrastructure, fleet, ports, harbours, landing sites, navigation aids, hydrographic services, communications, maintenance and supporting facilities and identify priority development and investment requirements.
6. Assess environmental impacts and establish policy directions for pollution prevention, environmental protection, climate resilience, cleaner maritime transport and sustainable management of inland waterways.
7. Assess maritime education, training, certification and human-resource requirements and recommend measures for institutional and professional capacity development.

8. Assess the economic potential of inland water transport, including passenger and freight demand, regional connectivity, multimodal integration, private-sector participation and investment opportunities.
9. Recommend an effective institutional and governance framework with clear mandates, coordination, enforcement, information-sharing and accountability arrangements.
10. Develop a realistic, prioritised and cost-informed implementation framework, including actions, responsible institutions, timelines, indicative resource requirements, financing options, performance indicators and implementation risks.
11. Support technical validation, revision and preparation of Government approval-support documents, and develop a dissemination and orientation strategy.

4.0 GUIDING PRINCIPLES

The assignment and resulting Policy shall be guided by the following principles:

- Safety and security
- Economic efficiency, affordability and competitiveness
- Environmental sustainability and climate resilience
- Evidence-based policy formulation
- Regional integration and multimodal transport integration
- Private-sector participation and investment
- Inclusiveness, accessibility, gender and social inclusion
- Transparency, accountability and stakeholder participation
- Proportionate and risk-based regulation
- Compliance with applicable national, regional and international standards
- Practicality, enforceability and institutional sustainability

5.0 SCOPE AND GEOGRAPHIC COVERAGE

The assignment shall cover Lake Malawi and other relevant navigable inland waterways, together with the ports, harbours, landing sites, jetties, vessel operations, training institutions, regulatory institutions, supporting infrastructure and multimodal interfaces relevant to the national maritime transport system. The scope shall include passenger and freight transport; fishing and other commercial vessel operations insofar as they interact with maritime safety and transport regulation; tourism and recreational boating;

Government and public-service vessels; regional and cross-border transport connectivity; and interfaces with road, rail, customs, border and logistics systems. The Consultant shall undertake both national-level analysis and field assessment of representative maritime facilities and operations. The proposed field locations and rationale for their selection shall be presented in the Inception Report for approval.

6.0 APPROACH, PHASING AND SCOPE OF SERVICES

The Consultant shall execute the assignment in eight interrelated phases over twenty-six (26) weeks. Some phases may run concurrently where technically appropriate, provided that dependencies between diagnostic work, consultation, policy formulation, validation and finalisation are respected.

6.1 Phase 1: Inception and Preparatory Activities (Weeks 1-2)

- Hold an inception meeting with CCTTFA, the Ministry and the designated Project Management Team/Technical Working Group.
- Confirm understanding of the Terms of Reference, assignment boundaries, expected outputs and reporting arrangements.
- Prepare a detailed methodology and work plan showing activities, expert inputs, field work, consultation events, dependencies and milestones.
- Prepare a stakeholder mapping and engagement plan.
- Identify and collect relevant policies, legislation, strategies, reports, datasets, international instruments and technical documentation.
- Develop data-collection tools, interview guides, facility-assessment tools and analytical templates.
- Prepare a quality assurance plan, risk register and mitigation measures.
- Confirm deliverable review, comments consolidation and document-control arrangements.
- Key Output: Approved Inception Report, detailed methodology and work plan.

6.2 Phase 2: Desk Review and Maritime Transport Sector Diagnostic (Weeks 3-6) The Consultant shall undertake a comprehensive evidence-based diagnostic of Malawi's inland water transport sector. The assessment shall include, to the extent that reliable data are available or can reasonably be collected:

- Passenger and cargo volumes, trends, modal share, routes, service frequency, reliability, affordability and market demand.
- Vessel fleet inventory by category, ownership, age, capacity, condition, operational status and principal use.

- Ports, harbours, landing sites, jetties, terminals, cargo-handling facilities, shipyards, workshops, repair and maintenance facilities.
- Navigation channels, aids to navigation, hydrographic services, charting, maritime communications and information systems.
- Search and rescue arrangements, emergency response capacity, accident/casualty reporting and investigation.
- Maritime safety and security systems and enforcement arrangements.
- Maritime education, training, certification, competency, labour and future manpower requirements.
- Environmental management, pollution prevention, waste reception, emissions, climate vulnerability and resilience.
- Regional and international connectivity and multimodal integration with road and rail.
- Private-sector participation, competition, investment constraints and financing opportunities.
- Current and projected passenger and cargo demand and economically relevant routes, where data permit. The Consultant shall also undertake a detailed legal, regulatory and institutional review, assessing the adequacy, consistency, effectiveness and enforceability of existing arrangements and identifying gaps, overlaps, conflicts, omissions and institutional capacity constraints.
- Key Output: Maritime Transport Sector Diagnostic and Legal/Institutional Review Report.

6.3 Phase 3: International Maritime Instruments Assessment (Weeks 4-7) This phase shall run partly concurrently with Phase 2. The Consultant shall identify and assess relevant IMO conventions, protocols, codes, resolutions, guidelines and other international maritime instruments applicable or potentially applicable to Malawi's inland waters.

- Identify instruments already ratified or acceded to by Malawi.
- Determine applicability, full or partial, to Malawi's inland waters and explain the legal/technical basis.
- Assess the current status of implementation and enforcement.
- Identify legal, regulatory, institutional, technical and administrative gaps.
- Identify instruments requiring legislative amendment, new legislation, regulations, standards, codes or administrative measures.

- Identify instruments not applicable to Malawi's inland-water context and provide the basis for that conclusion.
- Recommend ratification or accession where appropriate.
- Recommend practical, proportionate and enforceable domestication and implementation measures. The Consultant shall prepare an International Maritime Instruments Applicability and Domestication Matrix containing, at minimum: instrument; Malawi status; applicability; current implementation; legal gap; institutional gap; required action; responsible institution; priority and timeframe. The Consultant shall also develop a prioritised Legislative Reform Programme identifying laws and regulations requiring amendment, new legislation or regulations required, technical standards/codes required, institutional mandates requiring revision and indicative implementation timelines. Unless otherwise specifically instructed by the Client, the assignment requires identification and prioritisation of legislative and regulatory reforms and preparation of legislative instructions/reform measures, but does not require preparation of complete Bills, regulations or statutory instruments.
- Key Output: International Maritime Instruments Applicability, Gap and Domestication Assessment, including Legislative Reform Programme.

6.4 Phase 4: Stakeholder Consultations and Field Assessments (Weeks 6-10) The Consultant shall conduct extensive consultations and field assessments to test, enrich and validate the desk-review findings.

- Government Ministries, Departments and Agencies, including legal, environmental, fisheries, trade, customs, local government and emergency-response institutions as relevant.
- Maritime regulators, port/landing-site managers, vessel owners and operators, passenger and cargo service providers, logistics operators and maintenance/service providers.
- Maritime workforce, professional bodies, training institutions and students/trainees where relevant.
- Private-sector organisations, traders, investors, financiers, tourism operators and transport users.
- Lakeshore communities, including women, youth, persons with disabilities and other groups whose access and safety needs should inform the Policy.
- Regional and international partners and organisations, including relevant maritime and transport institutions. Field visits shall cover a representative sample of maritime facilities and operations. The Consultant shall document facility

conditions, operational constraints, stakeholder concerns, priorities, opportunities and proposed solutions.

- Key Output: Stakeholder Consultation and Field Assessment Report.

6.5 Phase 5: Policy Formulation (Weeks 10-14) Based on the diagnostic assessment, legal and institutional review, international-instruments assessment and stakeholder consultations, the Consultant shall prepare the Draft National Maritime Transport Policy in a form suitable for Government consideration covering:

- Vision, policy goal, objectives and guiding principles.
- Implementation of applicable international maritime instruments.
- Maritime safety, security, vessel registration, survey, inspection, certification and enforcement.
- Maritime training, education, competency and human-resource development.
- Ports, harbours, landing sites, navigation, hydrographic services, communications and supporting infrastructure.
- Passenger and cargo transport, service quality, accessibility and economic efficiency.
- Search and rescue, emergency preparedness, casualty reporting and investigation.
- Environmental protection, pollution prevention, climate resilience and green maritime transport.
- Private-sector participation, investment, financing and public-private partnerships.
- Digitalisation, innovation, maritime data and information management.
- Regional cooperation, cross-border connectivity and multimodal integration.
- Maritime legislation, regulation, institutional development and governance.
- Research, statistics, performance monitoring and periodic policy review. Policy recommendations shall be traceable to the diagnostic evidence and consultation findings.
- Key Output: Draft National Maritime Transport Policy.

6.6 Phase 6: Validation and Revision (Weeks 15-18)

- Technical review by the Ministry, CCTTFA and Project Management Team/Technical Working Group.

- National stakeholder validation workshop.
- Targeted bilateral consultations with key institutions where necessary.
- Legal and regulatory consistency review.
- Incorporation of consolidated comments and final technical editing. For each formal review, the Consultant shall submit a comment-response matrix identifying each comment received, the Consultant's response, the amendment made and the corresponding section/page. Where a comment is not incorporated, the Consultant shall provide a reasoned technical justification.
- Key Outputs: Validation Report, Comments Matrix and Revised Draft National Maritime Transport Policy.

6.7 Phase 7: Finalisation and Government Approval Support (Weeks 19-22)

- Finalise the Policy based on validation and technical-review comments.
- Prepare a concise Executive Summary.
- Prepare or support preparation of a Cabinet Memorandum or equivalent approval-support document, where required.
- Prepare supporting implementation and monitoring matrices.
- Support technical presentations and respond to Government review comments received within the contractual period.
- Incorporate Government comments into the final technical package. Formal approval of the Policy by Government remains the responsibility of the Government of Malawi and shall not constitute a condition precedent to acceptance of the Consultant's services, provided that all contractual deliverables have been satisfactorily completed and comments received within the agreed review period have been addressed.
- Key Output: Final National Maritime Transport Policy and Government Approval-Support Documents.

6.8 Phase 8: Implementation Planning and Dissemination (Weeks 23-26)

- Develop a detailed Policy Implementation Plan and prioritised implementation matrix.
- Classify interventions into immediate/short, medium and long-term actions.
- Identify priority programmes and projects and apply transparent prioritisation criteria.
- Provide indicative financing requirements and identify potential financing sources and delivery models.

- Assign lead and supporting institutional responsibilities.
- Develop policy performance indicators, baselines/targets where feasible, means of verification and reporting arrangements.
- Develop a Monitoring and Evaluation Framework and policy-review mechanism.
- Develop a dissemination and orientation strategy for key implementing institutions and stakeholders.
- Prepare the final consolidated assignment package and handover materials.
- Key Outputs: Policy Implementation Plan, Monitoring and Evaluation Framework, Financing/Investment Framework, Dissemination Strategy and Final Assignment Report.

7.0 CROSS-CUTTING TECHNICAL REQUIREMENTS

7.1 Maritime Safety and Security

The Consultant shall assess and recommend proportionate, risk-based policy and regulatory standards for vessel design, construction, equipment, registration, documentation, survey, certification, seaworthiness, manning, crew competency, navigation and collision avoidance, passenger and cargo safety, dangerous goods, fire prevention, life-saving appliances, communications, vessel stability, emergency preparedness, casualty reporting and investigation, search and rescue, safety management, maritime security, compliance monitoring and enforcement.

7.2 Maritime Education, Training and Competency

The Consultant shall assess training institutions, curricula, instructor capacity, examination and certification systems, competency standards, sea-service requirements, training equipment and facilities, simulator/practical training needs, quality assurance, career development and recruitment/retention of qualified maritime personnel. Recommendations shall include measures to strengthen the capacity of relevant national maritime institutions, including the Marine Services Department and Marine Training College.

7.3 Environmental Sustainability and Climate Resilience

The assessment shall cover oil/fuel pollution, plastics, sewage and wastewater, solid waste, hazardous substances, vessel emissions, fuel efficiency and cleaner propulsion, vessel recycling/decommissioning, aquatic ecosystems, invasive species where applicable, pollution emergency preparedness, environmental monitoring and climate adaptation for vessels, ports, landing sites and other maritime infrastructure.

7.4 Ports, Harbours and Maritime Infrastructure

The Consultant shall assess adequacy, condition, capacity, accessibility, functionality, maintenance and future requirements of ports, harbours, landing sites, jetties, navigation channels, dredging, aids to navigation, hydrographic surveying/mapping, cargo and passenger facilities, vessel repair facilities, emergency-response infrastructure and waste-reception facilities.

7.5 Economic Development, Investment and Private-Sector Participation

The Consultant shall assess economic viability, demand, market constraints, service quality, investment barriers, opportunities for public-private partnerships and other financing models, and priority investments. Prioritisation shall consider safety urgency, economic impact, legal necessity, implementation readiness, affordability, environmental/climate impact, regional connectivity, social inclusion and private-sector potential.

7.6 Regional Cooperation and Multimodal Integration

The Consultant shall assess integration of inland water services with road and rail networks; regional freight and passenger corridors; cross-border lake transport opportunities; customs and border interfaces; interoperability and harmonisation of relevant standards; regional institutional arrangements; and the role of inland waterways in improving Malawi's access to regional gateways, including the Central Corridor and other relevant regional trade routes.

7.7 Institutional and Governance Framework

The Consultant shall recommend clear institutional mandates, coordination mechanisms, enforcement responsibilities, information-sharing arrangements, stakeholder-engagement mechanisms, capacity requirements and accountability arrangements within an appropriate overarching governance framework.

8.0 IMPLEMENTATION, FINANCING AND MONITORING FRAMEWORK

For each major strategic intervention, the implementation framework shall, as applicable, identify:

- Policy objective and intervention
- Specific action/activity
- Lead institution and supporting institutions
- Implementation period and sequencing
- Indicative cost/resource requirement
- Potential financing source or delivery mechanism
- Performance indicator

- Baseline and target, where feasible
- Means of verification and reporting frequency
- Key implementation risk and mitigation measure Cost estimates shall be indicative and proportionate to the available information. The Consultant shall clearly state assumptions and the level of confidence associated with major estimates.

9.0 DELIVERABLES AND MILESTONES

No.	Deliverable	Minimum Content / Acceptance Focus	Due
1	Inception Report	Approved methodology, detailed work plan, staffing/deployment schedule, stakeholder mapping and engagement plan, data-collection tools, consultation/field programme, quality assurance plan, risk register and reporting arrangements.	End Week 2
2	Maritime Transport Sector Diagnostic and Legal/Institutional Review Report	Evidence-based sector baseline and diagnostic, infrastructure/fleet assessment, economic and market assessment, safety/environment/training assessment, legal and regulatory review, institutional assessment, key gaps and opportunities.	End Week 6
3	International Maritime Instruments Applicability, Gap and Domestication Assessment	Applicability/domestication matrix, implementation status, legal/institutional gaps, recommended measures and prioritised Legislative Reform Programme.	End Week 7
4	Stakeholder Consultation and Field Assessment Report	Consultation record, field-assessment findings, stakeholder issues and priorities, facility observations, evidence register and implications for policy formulation.	End Week 10
5	Draft National Maritime Transport Policy	Complete draft Policy reflecting the diagnostic evidence, international-instruments assessment and stakeholder findings.	End Week 14
6	Validation Report, Comments Matrix and Revised Draft Policy	National validation proceedings, consolidated comment-response matrix, legal/technical consistency review and revised Policy.	End Week 18
7	Final National Maritime Transport Policy and Approval-Support Documents	Final Policy, Executive Summary, approval-support memorandum/document where required, and supporting technical matrices.	End Week 22
8	Policy Implementation,	Prioritised implementation plan and matrix, institutional responsibilities, timelines,	End Week 25

	M&E and Financing/Investment Framework	indicative costs, financing options, investment priorities, KPIs and M&E arrangements.	
9	Dissemination Strategy and Final Assignment Report	Dissemination/orientation strategy, final consolidated assignment report and complete electronic handover package.	End Week 26

9.1 Deliverable Submission Requirements

- All draft and final deliverables shall be submitted electronically in searchable PDF and editable source formats (Word, Excel, PowerPoint and/or other agreed formats).
- All reports shall include an executive summary, clear methodology, sources, findings, conclusions and actionable recommendations appropriate to the deliverable.
- All data tables, matrices, datasets and analytical tools developed for the assignment shall be provided in editable format.
- Revised deliverables shall be accompanied by a comment-response matrix.
- Final outputs shall be professionally edited, consistently formatted and publication-ready.

10.0 INDICATIVE WORK PROGRAMME

The assignment shall be completed within twenty-six (26) weeks from the effective date of contract commencement. The Consultant shall submit a detailed activity-level programme in the Inception Report. The following sequence is contractual for planning purposes, subject to approved adjustments arising from Client review periods or other duly approved circumstances.

Period	Principal Activity
Weeks 1-2	Inception and mobilisation
Weeks 3-6	Desk review, data collection, sector diagnostic and legal/institutional review
Weeks 4-7	International maritime instruments assessment
Weeks 6-10	Stakeholder consultations and field assessments
Weeks 10-14	Policy formulation and Draft Policy
Weeks 15-18	Technical review, stakeholder validation and revision
Weeks 19-22	Finalisation and Government approval support
Weeks 23-26	Implementation planning, financing/M&E framework, dissemination and final handover

11.0 GOVERNANCE, REPORTING AND CONTRACT MANAGEMENT

11.1 Institutional Roles

The governance arrangement shall distinguish contractual administration from technical oversight:

- CCTFA, as Contracting Entity, shall manage the procurement and contractual process, designate the Contract Manager, administer the contract and issue formal contractual acceptance/payment certification following the applicable technical recommendation.
- The Ministry of Transport and Public Works, as Beneficiary and Lead Technical Institution, shall provide policy direction, coordinate national stakeholders, facilitate access to information and institutions, undertake technical review and recommend acceptance of technical deliverables.
- A Project Management Team/Technical Working Group shall provide technical oversight, facilitate data access and consultations, review outputs, consolidate comments, participate in validation and recommend technical acceptance.
- The Consultant shall report contractually through the CCTFA-designated Contract Manager and work day-to-day with the Ministry-designated technical focal point and Project Management Team/Technical Working Group.

11.2 Progress Reporting

The Consultant shall maintain regular communication with the Client and participate in inception, progress, technical-review and validation meetings. In addition to formal deliverables, the Team Leader shall provide concise monthly progress updates covering activities completed, progress against programme, expert deployment, emerging findings, risks/issues requiring Client action and planned activities for the following month.

11.3 Review and Acceptance Procedure

The Client shall endeavour to provide one consolidated set of comments on each deliverable within ten (10) working days of receipt. The Consultant shall normally submit the revised deliverable within five (5) working days of receipt of consolidated comments, or within another period agreed in writing where the extent of revision warrants additional time. A deliverable shall be considered accepted only upon written confirmation by the designated contractual authority following technical recommendation by the Ministry/Project Management Team. Delays attributable to Client review, access to required information or other Client-controlled dependencies shall, where they affect the critical path, result in a corresponding adjustment of subsequent delivery dates as approved by the Contract Manager.

12.0 CONSULTANT'S RESPONSIBILITIES

- Provide all professional expertise, management and quality assurance required for successful completion of the assignment.
- Mobilise and maintain the approved key experts and ensure substantive participation of the Team Leader throughout all phases.
- Undertake independent, objective and evidence-based assessment and analysis.
- Collect, validate, document and appropriately reference relevant data and information.
- Plan and conduct stakeholder consultations and field assessments in accordance with the approved Inception Report.
- Maintain regular communication with CCTTFA and the Ministry and promptly flag matters requiring Client decision or facilitation.
- Ensure consistency and traceability between diagnostic findings, policy recommendations and implementation measures.
- Meet agreed professional, legal, technical and editorial quality standards.
- Incorporate consolidated comments and maintain complete comments/response records.
- Maintain confidentiality and comply with applicable data-protection, ethical and professional requirements.
- Deliver all outputs within the agreed timeframe and provide the complete electronic handover package.

13.0 CLIENT RESPONSIBILITIES

CCTTFA and the Ministry shall, within their respective roles and subject to availability:

- Provide or facilitate access to available policy, legal, regulatory, technical and planning documents and relevant datasets.
- Facilitate access to relevant Government institutions and designated stakeholders.
- Support coordination of stakeholder consultations and validation events.
- Designate the Contract Manager, technical focal point and Project Management Team/Technical Working Group.
- Provide timely consolidated comments on deliverables.
- Provide overall policy direction and clarify matters requiring Government interpretation.

- Facilitate access to relevant maritime facilities and field locations, subject to applicable permissions and operational requirements.
- Undertake technical review and contractual acceptance in accordance with Section 11.

14.0 CONSULTING FIRM EXPERIENCE AND ELIGIBILITY

The assignment shall be undertaken by a suitably qualified consulting firm or legally constituted association/joint venture of firms with demonstrated capability to deliver multidisciplinary maritime policy, legal, institutional, economic, infrastructure and stakeholder-consultation services. The Consultant/Firm shall demonstrate, through verifiable assignments:

- Substantial experience in maritime transport policy, strategy or regulatory-framework development.
- Experience in inland water transport systems and/or comparable maritime transport environments.
- Experience in application, implementation or domestication of IMO/international maritime instruments and maritime regulatory frameworks.
- Experience in maritime legislation, legal gap analysis and institutional reform.
- Experience in transport economics, demand/market analysis, investment prioritisation and financing.
- Experience in stakeholder consultation and preparation of Government policy and implementation frameworks.
- Knowledge of regional transport corridors, multimodal transport and African transport-sector institutional contexts.

15.0 KEY EXPERTS AND MINIMUM QUALIFICATIONS

The Consultant shall propose a multidisciplinary team. The following key experts are the minimum expected core team.

15.1 Team Leader / Maritime Transport Policy Specialist

- Master's degree or equivalent in maritime transport, maritime affairs, transport policy, transport economics, public policy or a closely related field.
- At least ten (10) years of relevant professional experience.
- Demonstrated leadership of at least two comparable national or major sector-level maritime/inland-water transport policy, strategy or regulatory assignments.

- Strong knowledge of maritime regulatory frameworks and relevant international maritime instruments.
- Experience managing multidisciplinary consultancy teams and high-level Government/stakeholder processes.
- Experience in Africa or a comparable developing-country inland-water context is desirable.

15.2 Maritime Safety and Regulatory Specialist

- Postgraduate qualification in maritime safety, marine engineering, nautical science, maritime law or related field.
- At least seven (7) years of relevant experience.
- Extensive knowledge of IMO conventions/instruments and maritime safety standards.
- Practical experience in navigation, vessel safety, survey, certification, casualty prevention, SAR and maritime regulation.
- Experience in reviewing or developing maritime regulatory frameworks.

15.3 Maritime Legal / Legislative Specialist

- Master's degree or equivalent in maritime law, international law, legislative drafting or related discipline.
- At least seven (7) years of relevant experience.
- Demonstrated experience in legal gap analysis, domestication/incorporation of international conventions or comparable treaty obligations into national law.
- Experience preparing legislative reform programmes, legislative instructions and/or maritime laws and regulations.
- Ability to work with national legal authorities and translate technical maritime obligations into implementable legal measures.

15.4 Inland Water Transport / Port Specialist

- Relevant postgraduate qualification in inland water transport, port management, transport planning, logistics, marine engineering or related discipline.
- At least seven (7) years of relevant experience.
- Demonstrated knowledge of inland-water transport systems, vessel operations, ports/landing sites, navigation and supporting infrastructure.

- Experience in inland-water transport strategies, infrastructure planning or policy development.

15.5 Environmental / Climate Specialist

- Relevant postgraduate qualification in environmental management, environmental engineering, climate change or related field.
- At least five (5) years of relevant experience.
- Knowledge of maritime environmental protection, pollution prevention, climate adaptation/resilience and environmental compliance relevant to inland waterways.

15.6 Transport Economist / Investment Specialist

- Relevant postgraduate qualification in transport economics, economics, finance, infrastructure finance or related field.
- At least seven (7) years of relevant experience.
- Demonstrated experience in transport demand/market analysis, economic assessment, investment prioritisation, indicative costing and infrastructure financing/private-sector participation.

15.7 Institutional Governance / Stakeholder Specialist

- Relevant postgraduate qualification in public policy, institutional development, governance, social sciences, transport planning or related discipline.
- At least five (5) years of relevant experience.
- Demonstrated experience in institutional assessment, stakeholder mapping, participatory consultation and implementation/governance frameworks.
- Experience with gender and social inclusion in transport or infrastructure assignments is desirable.

15.8 Staffing and Level of Effort Bidders shall provide a detailed staffing and deployment schedule showing each expert's proposed person-days, timing, location, activities and deliverable responsibilities. The Team Leader shall remain substantively engaged throughout all eight phases. The Consultant may propose additional non-key experts where necessary. Replacement of key experts after contract award shall be subject to the applicable contract conditions and prior written approval.

16.0 **QUALITY ASSURANCE**

The Consultant shall establish and implement an internal quality assurance system covering:

- Peer review of major technical outputs before submission.
- Data validation, source referencing and transparent documentation of assumptions.
- Legal review of conclusions on international instruments and domestication.
- Consistency checks between diagnostics, policy measures, implementation actions and indicators.
- Document version control and formal comment tracking.
- Editorial review, proofreading, table/figure consistency and publication-ready formatting.
- Quality control of datasets, matrices and editable handover files.

17.0 DATA, RECORDS, INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All reports, datasets, analytical tools, stakeholder databases developed for the assignment, consultation records where appropriate, data-collection instruments, legal and IMO matrices, investment/project databases, maps and photographs commissioned for the assignment, implementation and M&E matrices and other outputs produced under the consultancy shall be handed over to the Client in agreed editable formats. Ownership and intellectual-property rights in deliverables and materials produced under the contract shall be governed by the Conditions of Contract. The Consultant shall respect third-party intellectual-property rights and clearly identify any pre-existing proprietary material incorporated into the outputs. The Consultant shall maintain confidentiality of non-public information obtained during the assignment and shall not disclose or use such information except for purposes of the assignment without prior authorisation.

18.0 PROPOSAL REQUIREMENTS

To permit objective comparison of proposals, the RFP should require the Technical Proposal to include, at minimum:

- Understanding of the assignment and comments/suggestions on the Terms of Reference.
- Detailed methodology mapped to the eight phases and each deliverable.
- Work plan and activity schedule covering the full 26-week period.
- Stakeholder consultation and field-assessment approach, including indicative locations and methods.
- Quality assurance approach and risk-management plan.
- Firm's relevant experience and evidence of comparable assignments.

- Team organisation, CVs of key experts and assignment of responsibilities.
- Detailed expert deployment/person-day schedule.
- Approach to knowledge transfer and engagement with the Ministry/Project Management Team.
- **The Financial Proposal should be sufficiently detailed to show professional fees/person-days, travel and fieldwork consultation and any applicable taxes.**
- **Final validation workshop expenses will borne directly by CCTTFA/ Ministry of Transport and Public Works.**

19.0 TECHNICAL EVALUATION CONSIDERATIONS

The detailed evaluation criteria and weights shall be set out in the RFP. To support selection of a suitable Consultant, the technical evaluation should assess at least:

- Relevant experience of the consulting firm in comparable assignments.
- Quality, completeness and practicality of the proposed methodology and work plan.
- Understanding of Malawi's inland-water transport, policy-development and institutional context.
- Strength of the approach to IMO/international-instruments applicability and domestication analysis.
- Quality of stakeholder consultation, field-assessment, data and quality-assurance methodology.
- Qualifications and relevant experience of the Team Leader and other key experts.
- Adequacy of expert deployment and level of effort relative to the proposed methodology and deliverables.
- Approach to implementation planning, financing/investment, M&E and knowledge transfer. The evaluation method shall avoid rewarding the mere number of proposed experts or volume of proposal text; emphasis should be placed on demonstrated relevant experience, methodological quality, realistic deployment and capacity to deliver the required outputs within the 26-week programme.

20.0 ASSIGNMENT RISKS AND MITIGATION

The Consultant shall maintain a live risk register from inception through completion. Risks to be considered shall include data limitations, stakeholder availability, access to field locations, seasonal/weather constraints, delays in review/approvals, coordination across

institutions, legal-data gaps and dependencies on third-party information. Each risk shall be assigned a likelihood/impact assessment, mitigation action, responsible party and review status.

21.0 EXPECTED FINAL OUTCOME

At completion of the assignment, Malawi shall have a comprehensive, evidence-based and implementable National Maritime Transport Policy that provides clear strategic direction for the development, regulation and promotion of inland water transport and establishes a practical roadmap for legislative and regulatory reform, institutional strengthening, maritime safety and security, infrastructure and vessel investment, skills development, environmental protection, climate resilience, private-sector participation, regional integration and multimodal connectivity. The final package shall be sufficiently detailed to guide Government implementation, resource mobilisation, investment programming, performance monitoring and subsequent legislative and regulatory action.

ANNEX 1: INDICATIVE DELIVERABLE ACCEPTANCE CHECKLIST

- Inception Report: Clear methodology; complete 26-week programme; stakeholder map; field plan; tools; expert deployment; QA plan; risk register; reporting arrangements.
- Sector Diagnostic / Legal Review: Evidence-based baseline; data sources and limitations stated; legal/institutional gaps clearly identified; conclusions traceable to evidence.
- International Instruments Assessment: Complete applicability/domestication matrix; legal basis explained; implementation gaps; prioritised actions; legislative reform programme.
- Consultation / Field Report: Representative consultations; field evidence documented; issues disaggregated where relevant; stakeholder priorities linked to policy implications.
- Draft Policy: Coherent vision/objectives; clear policy statements; complete thematic coverage; evidence-to-policy traceability; implementability.
- Validation Package: Validation record; consolidated comments; complete response matrix; revisions clearly incorporated.
- Final Policy / Approval Support: Technically and legally consistent; professionally edited; executive summary; approval-support documents complete.
- Implementation / M&E / Financing Framework: Prioritised actions; responsibilities; timelines; indicative costs; financing options; KPIs; risks; reporting arrangements.

- Final Handover: All final reports and editable files; datasets/matrices; dissemination strategy; source materials developed under assignment; clean document set.

ANNEX 2: INDICATIVE POLICY IMPLEMENTATION MATRIX FIELDS

The Consultant shall develop the final implementation matrix in an editable format containing, at minimum, the following fields:

- Policy objective
- Strategic intervention
- Specific action
- Priority category
- Lead institution
- Supporting institution(s)
- Start/end period
- Indicative resource requirement/cost
- Potential financing source
- Performance indicator
- Baseline
- Target
- Means of verification
- Reporting frequency
- Implementation risk
- Mitigation measure

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION 8: GENERAL CONDITIONS OF CONTRACT (GCC)

Clause	Subject	Provision
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1. Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:~~(a) The "Client" is the party named in the SCC who engages the Consultant to perform the Services.~~(b) "Completion" means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.~~(c) The "Completion Date" is the date of actual completion of the fulfilment of the Services.~~(d) The "Consultant" is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.~~(e) "Contract" means an Agreement entered into between the Client and the Consultant together with the Contract Documents listed in GCC 5.~~(f) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.~~(g) "Day" means calendar day.~~(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC 18.~~(i) "GCC" mean the General Conditions of Contract.~~(j) "Government" means the Government of the United Republic of Tanzania.~~(k) The "Intended Completion Date" is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.~~(l) "JVCA" means Joint Venture, Consortium or Association.~~(m) "Member" means in case where the Consultant consists of a joint venture any of the entities that make up the joint venture; and "Members" means all these entities.~~(n) "Month" means calendar month.~~(o) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them. Third party means any party other than Client as Consultant.~~(p) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part; and "Key Personnel" means the Personnel referred to in GCC 24.1.~~(q) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.~~(r) "Remuneration" means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.~~(s) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services.~~(t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.~~(u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract</p>
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		<p>Agreement.~~(v) "Third Party" means any person or entity other than the Client and the Consultant.~~(w) "Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.</p>
2. Interpretation of Contract Documents	2.1	<p>In interpreting these conditions of contract headings and marginal notes are used for convenience only and shall not affect the interpretations unless specifically stated; References to singular includes plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the contract unless specifically defined.~~2.2 Subject to the order of precedence set forth in the form of contract, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.~~2.3 The documents forming the Contract shall be interpreted in the following order of priority:~~(a) Form of Agreement;~~(b) Letter of Acceptance;~~(c) Minutes of Negotiations;~~(d) Proposal Submission Form;~~(e) Special Conditions of Contract;~~(f) General Conditions of Contract;~~(g) Consultant's Proposal; and~~(h) Any other document listed in the SCC as forming part of the Contract.</p>
3. Corrupt, Fraudulent, Collusive or Coercive Practices	3.1	<p>The Client requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.~~3.2 In pursuance of this requirement, the Client shall:~~(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and~~(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.~~3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons, therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or</p>

		<p>corruption shall be in writing or in electronic forms that provide record of the content of the communication.~~3.4 For the purposes of this Contract, the terms:~~(a) "corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a PE or other governmental/private authority or any individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a PE in connection with the procurement proceeding;~~(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,~~(c) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.~~(d) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under the Act;~~3.5 The parties agree that their personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4. Interpretation	4.1	<p>Entire Contract: The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.~~4.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.~~4.3 Non-waiver:~~(a) Subject to GCC 4.3 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.~~(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.~~4.4 Severability: If any provision or condition of the Contract is prohibited or</p>

		rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.~~4.5 Phased completion: If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
5. Documents Forming the Contract and Priority	5.1	The following documents forming the contract shall be interpreted in the following order of priority:~~(a) Form of Agreement;~~(b) Letter of Acceptance;~~(c) Minutes of Negotiations (if any);~~(d) Special Conditions of Contract (SCC);~~(e) General Conditions of Contract (GCC);~~(f) Consultancy Proposal;~~(g) The Appendices (1 to 9);~~(h) Any other documents listed in the SCC as forming part of the contract.
6. Eligibility	6.1	The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.~~6.2 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.~~7.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture, Consortium or Association (JVCA)	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind

		the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices	11.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC.~11.2 A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.~11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
12. Assignment	12.1	Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties	13.1	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
14. Site	14.1	The Services shall be performed at such locations as are specified in the SCC or Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge	15.1	In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
16. Authorized Representatives	16.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
17. Taxes and Duties	17.1	The Consultant, Sub-Consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price.
18. Effectiveness of Contract	18.1	The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the

		Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
19. Termination for Failure to Become Effective	19.1	If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC 66, GCC 67, GCC 68 and GCC 69, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
22. Modifications or Variations	22.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC 51.1, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	<p>The title agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract. If any of the Key Personnel has already been approved by the Client his/her name shall be listed in such Appendix 3.</p> <p>24.2 If required to comply with the provisions of GCC 27, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:</p> <p>(a) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;</p> <p>(b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC 50.2; and</p> <p>(c) any other such adjustments shall only be made with the Client's written approval.</p> <p>24.3 If additional work is required beyond the Scope of the Services specified in Appendix 1 to the</p>

		contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing or in electronic forms that provide record of the content of the communication between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC 50.2 of this Contract, this will be explicitly in the contract.
25. Approval of Personnel	25.1	The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
26. Working Hours, Overtime, Leave & Holidays	26.1	Working hours and holidays, entitlement of leave and overtime, etc. for Key Personnel are set forth in Appendix 4 to the Contract.~~26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix 4, the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.~~27.2 If the Client:~~(a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or~~(b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,~~then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.~~27.3 In the event that any Sub-Consultant is found by the Client to be incompetent or incapable of discharging the assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.~~27.4

		Any of the Personnel provided as a replacement under GCC 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, ~~(a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and~~(b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
28. Project Manager	28.1	As specified in the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.
29. Standard of Performance	29.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services	30.1	The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of Interests	31.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
32. Consultant Not to Benefit from Commissions, Discounts	32.1	The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.~~32.2 Furthermore, if the Consultant, as part of the Services, have the responsibility

		of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36. Liability of the Consultant	36.1	<p>The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.</p> <p>36.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.</p> <p>36.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:</p> <p>(a) infringement or alleged infringement by the Consultant of any patent or other protected right; or</p> <p>(b) plagiarism or alleged plagiarism by the Consultant.</p> <p>36.4 The</p>

		<p>Consultant shall ensure that all goods and services (including but without limitation to all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.~~36.5 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 29 provided:~~(a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;~~(b) that the ceiling on the Consultant's liability under GCC 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and~~(c) that the Consultant's liability under GCC 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.~~36.6 In addition to any liability the Consultant may have under GCC 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 29.~~36.7 Notwithstanding the provisions of GCC 36.1, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.</p>
37. Insurance to be taken out by the Consultant	37.1	<p>The Consultant:~~(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and~~(b) at the Client's request, shall provide evidence to the Client showing that such insurance has</p>

		been taken out and maintained and that the current premiums therefore have been paid.
38. Accounting, Inspection and Auditing	38.1	<p>The Consultant shall:~(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases; and~(b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.~38.2 The Consultant shall furnish the Client with such information relating to the Services as the Client may from time to time reasonably request.</p>
39. Consultant's Actions Requiring Client's Prior Approval	39.1	<p>The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:~(a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;~(b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and~(c) Any other action that may be specified in the SCC.~39.2 Notwithstanding any approval under GCC 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.</p>
40. Reporting Obligations	40.1	<p>The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in electronic forms acceptable to the client in addition to the hard copies specified in the said Appendix 2.</p>
41. Proprietary Rights on Documents Prepared by the Consultant	41.1	<p>All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall,</p>

		<p>not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory. The Consultant may retain a copy of such documents and software and use such software for their own use with the prior written approval of the Client.~~41.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
42. Proprietary Rights on Equipment and Materials Furnished by the Client	42.1	<p>Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly.~~42.2 Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.~~42.3 While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms that provide record of the content of the communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p>
43. Performance Securities	43.1	<p>The Performance Security or Performance Securing Declaration and Environmental and Social (ES) Performance Security as stated in the SCC shall be provided to the Client no later than the date specified in the Letter of Acceptance.~~43.2 The Consultant shall provide at his cost a Performance Security or Performance Securing Declaration, and if specified in the SCC, the Environmental and Social (ES) Performance Security, to guarantee the faithful performance of the Consultant's obligations under this Contract. The performance security, and if required, the Environmental and Social (ES) Performance Security, shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract.~~43.3 The Performance Security or Performance Securing Declaration, and if required, the Environmental and Social (ES) Performance Security, shall</p>

		<p>be discharged by the Client and returned to the Consultant not later than twenty eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract. Performance Security, and if required, the Environmental and Social (ES) Performance Security, shall be in the amount and currency specified in the SCC.~~43.4 In the case of Performance Securing Declaration, it shall remain in force until the completion of the works, and in the event the Consultant failing to execute the Contract, the Client, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.</p>
44. Liquidated Damages	44.1	<p>If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of an amount equivalent to the Performance Guarantee. Where the sum of liquidated damages exceeds an equivalent to the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.~~44.2 The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.</p>

Clause	Subject	Provision
45. Assistance and Exemptions	45.1	<p>The Client shall use its best efforts to ensure that the Government shall:~~(a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;~~(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;~~(c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and~~(d) provide to</p>

		the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.
46. Access to project site	46.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.
47. Change in the Applicable Law Related to Taxes and Duties	47.1	If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 50.2.
48. Services, Facilities and Property of the Client	48.1	The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.~~48.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 50.3.
49. Counterpart Personnel	49.1	The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.~~49.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on~~(a) how the affected part of the Services shall be carried out, and~~(b) the additional payments, if any, to be made by the Client to the Consultant as a result pursuant to GCC 51.3.~~49.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any

		<p>member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p> <p>49.4 The Authorised Representative from the Client as specified in GCC 16.1 shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Client.</p>
50. Cost Estimate of Services: Ceiling Amount	50.1	<p>An estimate of the cost of the Services is set forth in Appendix 6 to the contract.</p> <p>50.2 Except as may be otherwise agreed under GCC 22 and subject to GCC 50.3, payments under this Contract shall not exceed the ceiling specified in the SCC.</p> <p>50.3 Notwithstanding GCC 51.2, if pursuant to any of the GCC 48, GCC 49 or GCC 51, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 50.1, the ceiling set forth in GCC 50.2 shall be increased by the amount of any such additional payments.</p>
51. Payments: General	51.1	<p>All payments under this Contract shall be made to the account of the Consultant specified in the SCC.</p> <p>51.2 With the exception of the final payment under GCC 57 do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
52. Remuneration and Reimbursable Expenses	52.1	<p>Subject to the ceiling specified in GCC 50.2, the Client shall pay to the Consultant</p> <p>(a) Remuneration as set forth in GCC 52.2 ; and</p> <p>(b) Reimbursable Expenses as set forth in GCC 52.4.</p> <p>Unless otherwise specified in the SCC, the said remuneration shall be fixed for the duration of the Contract.</p> <p>52.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services at the rates agreed and specified in Appendix 6 to the Contract and subject to price adjustment, if any, as specified in the SCC.</p> <p>52.3 The remuneration rates referred to under Clause 51.1(a) above shall cover:</p> <p>(a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as</p> <p>(b) factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and</p> <p>(c) the Consultant's fee.</p> <p>52.4 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.</p> <p>52.5</p>

		Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).
53. Modes of Payment	53.1	Payments in respect of the Services shall be made as specified in GCC from 54 to 57.
54. Currency of payments	54.1	The currency of payments shall be as specified in the SCC.
55. Advance Payment	55.1	<p>If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:~~(a) remain effective until the Advance Payment has been fully offset; and~~(b) be in the format as shown in Appendix 7.~~</p> <p>55.2 The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.</p>
56. Interim Payments	56.1	<p>As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC 52 to 56 for such month, or any other period indicated in the SCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.~~</p> <p>56.2 The Client shall pay the Consultant's statements within thirty (30) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment.~~</p> <p>56.3 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.</p>
57. Final Payment	57.1	<p>The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client.~~</p> <p>57.2 The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail</p>

		deficiencies in the Services, the final report or final statement.~~57.3 The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
58. Suspension of Payments	58.1	The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:~~(a) shall specify the nature of the failure, and~~(b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
59. Interest on Delayed Payments	59.1	If the Client delays payments beyond the due date, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
60. The Services to Be Completed by the Intended Completion Date	60.1	The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
61. Early Warning	61.1	If at any time during execution of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing or in electronic forms that provide record of the content of the communication of the delay, it's likely duration, and its cause.~~61.2 As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.
62. Extension of the Intended Completion Date	62.1	In the event the Consultant is unable to complete the assignment by the Intended Completion Date he may request the Client to extend the Intended Completion Date giving reasons. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date with or without cost.
63. Progress Meetings	63.1	The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of

		<p>services. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.~~63.2 The Client shall record the business of progress meetings and provide copies of the minutes to those attending the meeting and to the Consultant for action. The Minutes and records under this GCC 63.2 shall be signed by the Parties.</p>
64. Good Faith	64.1	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
65. Fairness in Operation	65.1	<p>The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them.~~65.2 If during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC 75.</p>
66. Termination for Default	66.1	<p>The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.~~66.2 Where a contract is for a period of less than 90 days, one party shall give written notice of termination to the other party by not less than a number of days as specified in the SCC.~~66.3 Fundamental breaches of the contract shall include but shall not be limited to, the following:~~(a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC 58, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing or in electronic forms that provide record of the content of the communication; (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false; (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in procurement proceedings or executing this Contract; (d) Without prejudice to any other</p>

		remedy, if the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 75.2 [Settlements of Disputes]; (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 75.2 [Settlements of Disputes] within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing or in electronic forms that provide record of the content of the communication) following the receipt by the Client of the Consultant's notice specifying such breach.
67. Termination for Insolvency	67.1	The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if: (a) the Client becomes bankrupt or otherwise insolvent; or (b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.
68. Termination for Convenience	68.1	The Client, by notice sent to the Consultant may, in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
69. Termination because of Force Majeure	69.1	The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
	69.2	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not

		limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
	69.3	Force Majeure shall not include: (a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agents or employees, or (b) Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder. (c) insufficiency of funds or failure to make any payment required hereunder
	69.3	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
70. Measures to be Taken on Force Majeure	70.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	70.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	70.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	70.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

71. Cessation of Rights and Obligations	71.1	Upon termination of the Contract pursuant to GCC 19 [Termination of Contract for Failure to Become Effective], GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] and GCC 69 [Termination because of Force Majeure], or upon expiration of this Contract pursuant to GCC 21 [Expiration of Contract], all rights and obligations of the Parties hereunder shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration; (b) the obligation of confidentiality set forth in GCC 35; (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC 38; and (d) any right which a Party may have under the Applicable Law.
72. Cessation of Services	72.1	Upon termination of the Contract by notice of either Party to the other pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC 41 [Proprietary Rights on Documents Prepared by the Consultant] or GCC 42 [Proprietary Rights on Equipment and Materials Furnished by the Client].
73. Payment upon Termination	73.1	Upon termination of the Contract pursuant to GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], GCC 68 [Termination for Convenience] or GCC 69 [Termination because of Force Majeure], the Client shall make the following payments to the Consultant: (a) remuneration pursuant to GCC 53.2 [Remuneration and Reimbursable Expenses] for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC 53.3 for expenditures actually incurred prior to the effective date of termination; and (b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract. Payment to the Consultant under clause 74.1 [Disputes About Events of Termination] shall be effected upon submission of a claim by the Consultant and subject to an assessment made by the Client. Consultant shall submit claim within 30 days from the effective date of termination

74. Disputes about Events of Termination	74.1	If either Party disputes whether an event specified in GCC 66 [Termination for Default], GCC 67 [Termination for Insolvency], or GCC 68 [Termination for Convenience] has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC 75 [Settlement of Disputes], and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
	74.4	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC 75.
75. Settlement of Disputes	75.1	Amicable Settlement (a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. (b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 75.2 shall apply.
	75.2	Arbitration Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty-eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the laws of Tanzania and in the place shown in the SCC.

SECTION 9: SPECIAL CONDITIONS OF CONTRACT (SCC)

Ser. No.	GCC Clause	Required Information/Data	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.1(a)	Clients name and Address	The Client is Central Corridor Transit Transport Facilitation Agency (CCTFA), Plot 84 Kinondoni Rd. Accacia Estate, 2nd Floor-Office no.202 P.o.box 2372, Dar es Salaam, Tanzania.
2	1.1(d)	Consultant's Name and address	The Consultant is [Name, address and name of authorized representatives of the successful Consultant].
3	1.1 (k)	Intended Completion Date	The Intended Completion Date is twenty-six (26) weeks (approximately six (6) months) from the effective date of contract commencement.
4	4.5	Phasing of the Assignment	The assignment is to be completed in eight (8) interrelated phases over twenty-six (26) weeks as detailed in the Terms of Reference (Section 7), namely: Phase 1: Inception; Phase 2: Desk Review & Diagnostic; Phase 3: IMO Instruments Assessment; Phase 4: Stakeholder Consultations; Phase 5: Policy Formulation; Phase 6: Validation & Revision; Phase 7: Finalisation & Approval Support; Phase 8: Implementation Planning & Dissemination.

5	5.1 (h)	Other Documents Forming Part of Contract	Other documents which will form part of the contract are: The Consultant's Technical Proposal (as evaluated) and Financial Proposal.
6	6.1	Eligible Countries	Non eligible countries are: Not Applicable
7	7.1	Governing Language	The governing language shall be English.
8	11.1 & 11.2	Addresses for Communications and Notices	<p>The addresses for Communications and Notices are: Client: Central Corridor Transit Transport Facilitation Agency (CCTTFA), Attention: Executive Secretary, , E-mail: procurement@centralcorridor-ttfa.org.</p> <p>Consultant: [Insert], Attention: [Insert], Facsimile: [Insert], E-mail: [Insert].</p>
9	14.1	Location of Performing the Services	The services shall be performed at: Malawi
10	15.1	Name of Member in Charge of a JV	<p>The Member in Charge is [insert name of member].</p> <p>(Note: Delete this clause if the Consultant is a single entity).</p>
11	16.1	Authorized Representatives	The Authorised Representatives are: For the Client: [Insert Name/Title]. For the Consultant: [Insert Name/Title].

12	18.1	Effectiveness Conditions	The effectiveness conditions are the following: Signature of the Contract by both parties.
13	19.1	Date of Effectiveness of Contract	The time period shall be [insert time period, e.g.: thirty (30) days] from the date of Contract signature.
14	20.1	Number of Days to Start Assignment	The time period shall be two (2) days from the Effective Date.
15	21.1	Duration of Contract	The time period shall be twenty-six (26) weeks (approximately six (6) months) from the commencement date.
16	28.1	Project Manager	The Consultant shall be required to deploy a Project Manager (Team Leader) for the Assignment.
17	36.5 (a)	Notification of Claims, Losses and Damages	The number of months shall be twelve (12) months.
18	36.5 (b)	Ceiling on Consultant's Liability	The ceiling on Consultant's liability shall be limited to [insert amount, e.g., total contract price] not less than total payments expected to be made under the Consultant's contract or proceeds the Consultant is entitled to receive under its insurance, whichever is higher.

19	37.1(a)	Insurance to be Taken Out by the Consultant	The risks and the coverage shall be as follows: (1) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or their Personnel, with a minimum coverage of [insert amount]; (2) Third Party liability insurance, with a minimum coverage of [insert amount]; (3) Professional Liability insurance, with a minimum coverage of [insert amount]; (4) Client's Liability and Workers' Compensation insurance in accordance with the relevant provisions of the Applicable Law; and (5) insurance against loss of or damage to equipment, the Consultant's property, and documents prepared under the Services.
20	39.1 (c)	Other Actions Requiring Clients Approval	The other actions are: None.
21	41.2	Restriction on Use of Documents	"Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."
22	43.2	Performance Security, Performance Securing Declaration and ES Performance Security	Performance Securing Declaration is not applicable. Environment and Social (ES) Performance Security shall not be applicable.

23	45.1(d)	Assistance to be Provided by the Client	The Client will provide: Access to government documents, relevant data, facilitation of meetings with stakeholders, office space for meetings (if required), and counter-part staff from the Ministry/CCTFA.
24	50.2	Ceiling of Payments	The ceiling is the Contract Price as stated in the Financial Proposal.
25	51.1	Account for Payments	The account (s) is (are): [Insert Client's bank account details].
27	52.4	Reimbursable Expenses	The Reimbursable expenses are set forth in Appendix 6 to the Contract. (Includes: Per diem, necessary travel/transport, field work/stakeholder consultation workshops, and communication costs).
28	54.1	Currency of Payment	The currency of payment shall be United States Dollars (USD).
29	55.1	Advance Payment	No Advance payment is allowed.
30	55.2	Repayment of Advance Payment	Not APPLICABLE

31	56.1	Payment Schedule	Payments shall be made in accordance with the following payment schedule upon acceptance of deliverables: (i) 10% upon approval of Inception Report; (ii) 25% upon approval of Diagnostic, Legal/Institutional Review, Instruments Assessment, and Consultation Reports; (iii) 25% upon approval of Draft National Maritime Transport Policy; (iv) 25% upon approval of Final Policy and Approval-Support Documents; (v) 15% upon completion of Implementation/M&E Framework, Dissemination Strategy and Final Assignment Report.
32	56.1	Conditions to be met for other payments	Conditions to be met to qualify for other payments: None.
33	59.1	Interest on Delayed Payments	The interest rate on delayed payment is: [1%] per annum.
34	66.2	Period of Notice of Termination	For contract of less than 90 days written notice of termination will be given to the other party in 14 days. For contracts of 90 days or more, notice will be given in 30 days.
35	75.2	Place of arbitration	The place of Arbitration is Dar es Salaam, Tanzania .

SECTION 10: FORMS OF CONTRACT

The Contract Form to be signed by the Procuring Entity and the Consultant shall be the Standard Form of Contract for Lumpsum Assignments.

1. Notice of Intention to Award a Contract

[Letter head paper of the PE]

Ref No: [insert Ref. No.]..... Date:

To: [name and address of the Consultant]

RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER [insert No of contract] FOR [insert description]

Reference is made to the above subject matter.

The submitted proposal were evaluated according to the criteria stated in the Request for Proposal documents. In accordance with the requirements of Public Procurement Act, Cap 410. We announce our intention to award a contract to M/s: (Insert the name of the firm) for a contract price of (insert the contract award price and currency) and for a completion period of (insert the duration).

Your proposal was not considered for award of the contract due to the following reasons¹⁰¹

1)

2)

3)

Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your proposal for administrative review. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to Executive Secretary Central Corridor Transit Transport facilitation Agency.

We appreciate your interest in doing business with us and encourage you to participate in our future tenders.

Authorized Signature:

Name and Title of Signatory:

Name of PE:

2. Letter of Acceptance

[letterhead paper of the Procuring Entity]

To: [name and address of the Consultant]

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. [insert tender number] FOR [insert tender description]

[Date]

This is to notify you that your Proposal dated [date] for execution of the [name of the Contract and identification number, as given in the SCC] for the Accepted Contract Amount [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instruction to Consultants is hereby accepted by us.

The implementation of contract will be immediately after signing of the contract.

Authorized

Signature:.....

.....

.....

Name and Title of Signatory:

Name of PE:.....

3. Form of Agreement

This AGREEMENT (hereinafter called the “Contract”) is made this [day of the month] day of [insert a month], [insert a year] between, [insert name and address of Client] (hereinafter called the “Client”) of the one part, and [insert name and address of Consultant] (hereinafter called the “Consultant”) of the other part.

“[insert the name of Client] (hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities namely, [insert of name of entity] and [insert name of entity] and [etc.] (hereinafter called the “Consultant”) each of which shall be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract.

WHEREAS

- a) the Client has requested the Consultant to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

- b) the Consultant, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of [insert the figures and words and the currency];
- c) the Client has committed funds towards eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the Contract providing for the funds and that no party other than the Client shall derive any rights from the Contract providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents forming an integral part of this Contract shall be interpreted in the order of priority shown:

- (a) Form of Agreement;
- (b) Letter of Acceptance
- (c) Minutes of Negotiations (if any)
- (d) Special Conditions of Contract (SCC);
- (e) General Conditions of Contract (GCC),
- (f) The Appendices (1 to 6).

Appendix 1: Description of the Services

Appendix 2: Reporting Requirements

Appendix 3: Personnel and Sub Consultants

Appendix 4: Hours of Work for Personnel

Appendix 5: Duties of the Client

Appendix 6: Cost Estimates

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular the:
 - a) Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b) Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PROCURING ENTITY

Name:

(Authorized Representative)

THE CONSULTANT

Name:

(Authorized Representative)

Designation: Designation:

Signature:

Date:

WITNESS

Name:

..... Signature:

.....

Date:

WITNESS

..... Name:

.....

.....

Designation: Designation:

Signature:

..... Signature:

SECTION 11: APPENDICES

The Appendices shall include:

- Appendix 1: Description of Services (As per TOR Section 6)
- Appendix 2: Reporting Requirements (As per TOR Section 9)
- Appendix 3: Key Personnel and Sub-Consultants (As per Proposal)
- Appendix 4: Breakdown of Contract Price (As per Financial Proposal)

- Appendix 5: Services and Facilities to be provided by the PE (As per TOR Section 13)
- Appendix 6: Performance Security Form (if applicable)

END OF REQUEST FOR PROPOSAL DOCUMENT