

**DRAFT FINAL REPORT**  
**Consultancy for the Design of a Mining**  
**Cadastre Development Strategy**

RFP#MSD-TA/NDF-277-2

Prepared by GEUS 12 October 2002



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Technical Assistance to the Ministry of Energy and Minerals  
United Republic of Tanzania  
Mineral Sector Development  
Technical Assistance Project  
Component E: Mining Cadastre

Prepared by GEUS 12 October 2002

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**CONSULTANCY FOR THE DEVELOPMENT OF A MINING CADASTRE DEVELOPMENT STRATEGY  
RFP#MSD-TA/NDF-277-2**

**DRAFT FINAL REPORT  
October 12, 2002**

**Tender Document**

**Report 7.3**

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# 1. Introductory note

This Report includes the complete Tender Document that can be proposed to Donors and Providers with the following comments and restrictions:

- The Technical Specifications relate to the State of the Art at the date of the submission of this Report (September 30, 2002). It is clear that due to the permanently and fast changing new computer technology, these specifications should be carefully studied when the Tender process is initiated in order to adjust the specifications to the new developments if any;
- The legal documents are those most internationally recognised, made by the World Bank and used by the majority of donors, including African Development Bank and IDA. NDF might be the main donor for the next stage and recognises officially this Tender document as valid. A detailed description of the NDF General Procurement Guideline is indicated in Chapter 2 for control.
- Slight adjustments concerning eligible firms, origin of goods or wording is put into brackets if a NDF Credit finances the future contract. The Tender is valid for all others donors.

The MCIMS contracting (hardware, software, training) should follow the process of the "Procurement of Goods" Tender standard. The complete document is in Annex A. It should be completed by some information, written in *Italics* (dates, addresses, special requirements) at the time of the Tender.

Furniture, photocopiers, small-size equipment: the "local shopping" process should be applied.

Training: and Technical Assistance service should use the standard "Sample contract for Consulting Services, small Assignments, Lump sum payments" (Annex B). It is noted that in International standards, use the term "small" mean for contracts less than 200,000 USD.

## **2. NDF General Procurement Guidelines**

### **2.1 General**

Nordic Development Fund (NDF) was established in 1989 as a multilateral development institution by the five Nordic countries (Denmark, Finland, Iceland, Norway and Sweden) to promote economic and social development in developing countries by providing concessional credits to projects of interest to the Nordic countries. NDF Credits are provided by way of co-financing, normally parallel financing, with other, primarily multilateral financial, institutions (hereinafter referred to as the Lead Agency).

The Credit Agreement governs the legal relationships between the Borrower and NDF. The present Procurement Guidelines apply to procurement of goods, as provided for in the Credit Agreement. The rights and obligations of the Borrower (or the Implementing Agency) and the providers of goods, works and services for the project are governed by the contracts signed by the Borrower (or the Implementing Agency) with the providers of goods, works and services, and not by these Procurement Guidelines or the Credit Agreement.

The general procurement principles of NDF follow internationally recognised practice, e.g. as used by the World Bank and the Regional Development Banks.

It is the policy of NDF to require that Borrowers (including beneficiaries of NDF's credits), as well as bidders/suppliers/contractors under NDF-financed contracts, observe the highest standard of ethics. To avoid corrupt- and fraudulent practises during the procurement and execution of such contracts a clause to this effect shall be included in the contracts in accordance with the procurement guidelines of the Lead Agency.

Projects should be of interest to the Nordic countries, and goods, works and services under NDF funding should mainly be sourced in competition from the Nordic countries and in accordance with these Procurement Guidelines. As appropriate, suppliers in the Borrower's country can be considered eligible.

### **2.2 Eligible Bidders**

In general, an eligible bidder for contracts of goods, works and services to projects under NDF funding shall be either a citizen, a permanent resident or a registered company of a Nordic country. Eligible Bidders shall be further specified in the Procurement Schedule being an integral part of the Credit Agreement.



## **2.3 Eligible Goods, Works and Services**

A substantial part of goods, works and services to be supplied under NDF funding shall be of Nordic origin. The origin of goods, works and services shall be further specified in the Procurement Schedule being an integral part of the Credit Agreement. Manufactured goods and works supplied by a registered company in the Borrower's country with a Nordic majority ownership interest shall, in respect of these guidelines, be considered to be of Nordic origin.

By origin is meant the place where the goods are mined, grown or produced, or from which services are rendered. Goods are produced when, through manufacturing processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.

## **2.4 Procurement of Goods and Works**

In principle, procurement of goods and works under NDF funding shall follow internationally recognised practice, e.g. the practice used by the World Bank and the Regional Development Banks. Tenders under NDF funding are normally referred to as Nordic Competitive Bidding. Invitations for Bids under Nordic Competitive Bidding shall be distributed to all eligible bidders who have made their interest in the project known to the Borrower, and to all Nordic Embassies or Consulates in the Borrower's country. NDF will forward the Invitation for Bids to the Nordic Export Councils, branch organisations and other interested parties in the Nordic countries as agreed upon.

The tender documents shall give all relevant information for the procurement and shall clearly state the type of contract(s) to be entered into, specifications, time of delivery, terms of delivery etc. As far as possible NDF encourages Borrowers to use the standard tender documents prepared by the Lead Agency adjusted for the special requirements of eligibility of these Procurement Guidelines.

In the evaluation of bids the Borrower shall ensure that economy and efficiency in the execution of the project is secured by evaluating the qualification of bidders, by securing that the offered goods and works comply with the technical specifications, and by selecting the bid with the lowest evaluated bid price among the qualified bidders.

## **2.5 Procurement of Services**

The general principles for selection of Consultants follow internationally recognised practice, e.g. the practice used by the World Bank and the Regional Development Banks. Normally not less than 3 and not more than 6 eligible bidders shall be invited to bid. NDF will, on request from the Borrower, assist in the preparations of a short list or a long list (for further screening and short listing by the Borrower) of eligible bidders.

The Borrower shall prepare the Request for Proposal with all relevant information including terms of reference, the proposed contract, and the list of consultants to be invited to bid. NDF recommends that the standard formats of contract documents of the Lead Agency be used as far as possible. The method of evaluation shall be outlined in the letter of invitation.

In selecting consultants, the Borrower shall ensure economy and efficiency in the execution of the project. The evaluation of proposals shall follow the method of evaluation specified in the Request for Proposal and ensure that the quality of services is satisfactory, and that the selected bidder and nominated personnel are eligible

## **2.6 Responsibilities of the Borrower**

The Borrower is responsible for the procurement and shall ensure that these Procurement Guidelines form an integral part of all procurement documents used under a NDF Credit. In particular the following considerations shall be made:

- (i) Tenders are only open to eligible bidders as specified in Paragraph 2 below;
- (ii) Requests for Proposal and tender documents shall be reviewed and no objection given by NDF before bids is called for. Likewise, in cases of limited tenders for goods and works and in case of invitations for consultancy services, NDF shall approve the list of bidders to be invited;
- (iii) The tender evaluation report shall be sent to NDF for review and no objection before award of contract. In cases where the evaluation report recommends further negotiations with the best evaluated bidder, such negotiations shall not take place before NDF has reviewed the evaluation report and NDF has agreed that such negotiations can take place. The deliberations of negotiations shall be recorded in writing and shall, together with the final conclusion, be sent to NDF for review and no objection prior to award of contract;
- (iv) Negotiated contracts shall be sent to NDF for review and no objection before being signed by the Borrower; and
- (v) A copy of the contract, when signed by both parties, shall be sent to NDF for information. No disbursements related to financing of a contract will be made under the NDF Credit before the executed contract is received by NDF

## **3. Tender Document for MCIMS**

### **3.1 Preface**

These Standard Bidding Documents (SBD) have been prepared by the World Bank for use by borrowers and their implementing agencies in the procurement of goods through International Competitive Bidding (ICB). The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in projects that are financed in whole or in part by the World Bank. Similar document is valid for NDF funding with the defined differences (eligibility, origin). This document is called Nordic Competitive Bidding (NOCB)

In order to simplify the preparation of bidding documents for each procurement, the SBD groups the provisions that are intended to be used unchanged in Section II, Instructions to Bidders, and in Section IV, General Conditions of Contract. Data and provisions specific to each procurement and contract should be included in Section III, Bid Data Sheet; Section V, Special Conditions of Contract; Section VI, Schedule of Requirements; and Section VII, Technical Specifications. The forms to be used are provided in Section I, Invitation for Bids, and in Section VIII, Sample Forms.

- (a) Specific details, such as the “name of the Purchaser” and “address for bid submission,” should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Purchaser should strictly follow. The final document should contain no footnotes.
- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 26.4 and 26.5, respectively) were carefully reviewed. Only those that are selected to be used for the procurement in question were retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable were deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Purchaser for each procurement.

- (f) The Bidder or the Supplier should complete the forms provided in Section VIII; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

The following instructions are extracted from the World Bank guidelines and adjusted when necessary to apply to NDF.

### **3.2 Section I. Invitation for Bids:**

The Invitation for Bids (IFB) shall be issued as

- (a) an advertisement in at least one newspaper of general circulation in the Borrower's country and in the official gazette, if any;
- (b) an advertisement in *Development Business* and/or well-known technical magazines, or made according to chapter 2.4 guidelines for NDF.;
- (c) a letter addressed to interested bidders who have expressed interest in bidding for the goods for which the invitation is issued; and
- (d) Optionally, a circular to consular or diplomatic representatives of countries with potential bidders (Nordic countries for NDF).

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued).

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

### **3.3 Section II. Instructions to Bidders**

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail information or requirements included in Section II and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Purchaser, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract

### **3.4 Section III. Bid Data Sheet**

Section III is intended to assist the Purchaser in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Section II, and has to be prepared for each specific procurement.

The Purchaser should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Purchaser, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

### **3.5 Section IV. General Conditions of Contract**

The General Conditions of Contract in Section IV, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Section V

### **3.6 Section V. Special Conditions of Contract**

Similar to the Bid Data Sheet in Section III, the clauses in this Section V are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract included in Section IV, specifying contractual requirements linked to the special circumstances of the Purchaser, the Purchaser's country, the sector, and the Goods purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

### **3.7 Section VI. Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

### **3.8 Delivery schedule**

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

### **3.9 Section VII. Technical Specifications**

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. In the context of International Competitive Bidding (ICB) or Nordic Competitive Bids (NoCB), the specifications must be drafted to permit the widest possible competition or open competition to Nordic countries in case of Nordic Competitive Bidding (NoCB) and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realised, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognised international standards should be used as much as possible

### **3.10 Section VIII. Sample Forms**

- 1. Bid Form and Price Schedules
- 2. Bid Security Form
- 3. Contract Form
- 4. Performance Security Form
- 5. Bank Guarantee for Advance Payment
- 6. Manufacturer's Authorisation Form

The Bidder shall complete and submit with its bid the Bid Form and Price Schedules pursuant to ITB Clause 9 and 10 and in accordance with the requirements included in the bidding documents.

As requested in the Bid Data Sheet, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15. No Bid security is recommended.

The Contract Form, when it is finalised at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 24.2 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c), spare parts pursuant to ITB Clause 26.5 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7 and SCC 11, respectively.

The Manufacturer's Authorisation form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

### **3.11 Section IX. Eligibility for the Provision of Goods in Bank / NDF Financed Procurement**

Non-eligible countries in World Bank/IDA guidelines: Andorra, Brunei Darussalam, Cuba, Democratic People's Republic of Korea (North Korea), Liechtenstein, Monaco, Nauru, San Marino, Tuvalu.

For NDF, eligible countries are: Denmark, Finland, Iceland, Norway and Sweden.

Companies participating in the preparation of Bids, Technical Specifications are not eligible (conflict of interest).



## **4. Tender document for Training Service**

### **4.1 International Guidelines (World Bank)**

A document called World Bank's Standard Request for Proposals (SRFP) must be used whenever possible in the selection of Consultants. The use of SRFP is mandatory for contracts estimated to cost more than \$200,000 U.S. equivalent. In the case of part-time assignment of local trainers, who are easily identifiable, it is simpler to use a simple process of direct contact and short-list, an evaluation based on criteria to be defined in the Letter of Invitation (LI) that should follow a QB (Quality based) process. It is essential to guarantee the quality of the courses provided, not to minimise the cost (in the Quality-Cost standard). A financial proposal exceeding the maximum amount allocated for each course is eliminatory.

An LI includes a standard Letter of Invitation, standard Information to Consultants, Terms of Reference, and a standard Form of Contract. (see Annex B). Before preparing an RFP, the user must have chosen a method of selection and the most suitable contract form. The SRFP includes two standard forms of contract: one for complex time-based consultant assignments and the other for assignments remunerated on a lump-sum basis. This SRFP also includes possibilities used for smaller contracts (\$200,000 or less U.S. equivalent) under time-based or lump-sum remuneration. It is strongly recommended to use the simplest format.

### **4.2 Procurement of Services in NDF**

The general principles for selection of Consultants follow internationally recognised practice, e.g the practice used by the World Bank and the Regional Development Banks. Normally not less than 3 and not more than 6 eligible bidders shall be invited to bid. NDF will, on request from the Borrower, assist in the preparations of a short list or a long list (for further screening and short listing by the Borrower) of eligible bidders. Note that eligible Bidders are Nordic country origin.

The Borrower shall prepare the Request for Proposal with all relevant information including terms of reference, the proposed contract, and the list of consultants to be invited to bid. The method of evaluation shall be outlined in the letter of invitation.

In selecting consultants, the Borrower shall ensure economy and efficiency in the execution of the project. The evaluation of proposals shall follow the method of evaluation specified in the Request for Proposal and ensure that the quality of services is satisfactory, and that the selected bidder and nominated personnel are eligible.

### **4.3 Selection**

It is assumed that training, if provided by local companies, will be financed by the National Budget. It is recommended to follow international recognised standards as described in Chapter 4.1.

The Terms of References are the content of the courses which are described in the Report 6: "Institutional Capacity and Training Plan" and are not repeated in this Report.

## **5. Tender Document for Equipment**

This chapter relates to the purchasing of furniture, PC-computers or independent laptops, telephone, fax, and small repairs of building necessitated for safety or other reasons. There is no Tender document, just Technical Specifications or description of the Goods or Service.

The amount is limited and goods or works done locally. Local shopping is recommended. At least three quotations are collected and the less expensive wins the contract.

All International donors accept this process, but it is not the use of NDF to pay for local costs. In World Bank or other donors standard, a financial participation of the Government is required, sometimes covering all local costs.

All the financial conditions and the description of the procurement processes are defined in the Credit or Loan Agreement signed between the donor and the Government.

# **ANNEX A : TENDER DOCUMENT PROCUREMENT OF GOODS MCIMS**

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## Section I. Invitation for Bids

Date: *[date of issuance of IFB]* \_\_\_\_\_  
Credit N<sup>o</sup>: \_\_\_\_\_

1. The Ministry of Energy and Minerals has received<sup>1</sup> a Credit<sup>2</sup> from Nordic development Funds<sup>3</sup> in various currencies towards the cost of the **Tanzanian Mining Cadastre**. It is intended that part of the proceeds of this credit will be applied to eligible payments under the contract for the **Implementation of a Mining Cadastre Information Management System**.
2. The Ministry of Energy and Minerals now invites sealed bids from eligible bidders for the supply of hardware, software and training for the implementation of the MCIMS in Central and Zonal / Resident Offices of the Ministry of Energy and Minerals.
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of *[name of appropriate purchasing unit]*<sup>4</sup> *[mailing address of appropriate office for inquiry and issuance of bidding documents and cable, telex, and/or facsimile numbers]*.
4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non refundable fee of USD 100 (one hundred USD)
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the World Bank *Standard Bidding Documents: Procurement of Goods and Guidelines : Procurement under IBRD Loans and IDA Credits*
6. Bids must be delivered to the above office<sup>5</sup> on or before *[time]* on *[date]*
7. Bids will be opened in the presence of bidders' representatives who choose to attend at *[time and date]* at the offices of *[address of appropriate office]*.

---

<sup>1</sup> Substitute "has applied for," if appropriate.

<sup>2</sup> Substitute "loan" for "credit," where appropriate.

<sup>3</sup> Substitute "International Development Association" or "International Bank for Reconstruction and Development," or name of any donor where appropriate.

<sup>4</sup> The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same.

<sup>5</sup> Substitute the Purchaser's address for bid submission if different from its address for inquiry and issuance of bidding documents.

## Section II. Instructions to Bidders

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## Instructions to Bidders

### A. Introduction

#### 1. Source of Funds

- 1.1 The Borrower named in the Bid Data Sheet has applied for or received credit (hereinafter called "credit") from the Nordic Development Funds (called "the Bank") in various currencies equivalent to the U.S. Dollar amount indicated in the Bid Data Sheet towards the cost of the Project specified in the Bid Data Sheet. The Borrower intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Invitation for Bids is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Credit Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Credit Agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Credit Agreement or have any claim to the credit proceeds.

#### 2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under NDF Credit*.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 36.1.

- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *NDF Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) General Conditions of Contract (GCC)
  - (d) Special Conditions of Contract (SCC)
  - (e) Schedule of Requirements
  - (f) Technical Specifications
  - (g) Bid Form and Price Schedules
  - (h) Bid Security Form
  - (i) Contract Form
  - (j) Performance Security Form
  - (k) Bank Guarantee for Advance Payment Form
  - (l) Manufacturer’s Authorisation Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all

information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Comprising**
- 9.1 The bid prepared by the Bidder shall comprise the following components. Clause 5.2 above should be specifically noted.

**the Bid**

- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
- (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 15.
- (e) documentation covering , or justifying , compliance with all bid requirements, the supply of Goods and Services and all points or requirements requested in Bid Data Sheet -Section III , General and Special Conditions of Contract - Sections IV and V and Schedule of Requirements and Technical Specifications - Sections VI and VII.

**10. Bid Form**

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a description of the goods, their country of origin, quantity, and prices.
- 10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
  - (b) **Group B:** All other bids offering goods from within the country of the Purchaser.
  - (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local

Agent.

10.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

## **11. Bid Prices**

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

**or**

b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet.

(iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted CIF named port

of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet.
- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet.
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.
- (v) the price of (Incidental) services, if any, listed in the Bid Data Sheet.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

## **12. Bid**

12.1 Prices shall be quoted in the following currencies:

**Currencies**

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the Bid Data Sheet.
- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. . Bidders quoting in any of the national currencies of the European Monetary Union or in euro should do so in accordance with the provisions of the Bidding Data.

**13. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
  - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder, or Manufacturer, not doing business within the Purchaser's country, the Bidder is, or will be (if awarded the contract) represented by an Agent in that country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical



Specifications; and

- (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**14. Documents  
Establishing  
Goods'  
Eligibility and  
Conformity to  
Bidding  
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the

## Technical Specifications.

**15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or located in any eligible country, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
  - (b) a cashier's or certified check.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract pursuant to ITB Clause 34, and furnishing the performance security pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 34;  
**or**
    - (ii) to furnish performance security in accordance with ITB

## Clause 35.

**16. Period of Validity of Bids**

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be adjusted by a factor specified in the request for extension.

**17. Format and Signing of Bid**

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and/or to contract execution if the Bidder is awarded the contract.

**D. Submission of Bids****18. Sealing and Marking of**

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL"

**Bids**

and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
- (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the inner envelope which will invalidate the bid.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions

of ITB Clause 17 and 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security pursuant to the ITB Clause 15.7.

### **E. Opening and Evaluation of Bids**

#### **22. Opening of Bids by the Purchaser**

- 22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Purchaser will prepare minutes of the bid opening.

#### **23. Clarification of Bids and Contacting the Purchaser**

- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 23.2 Subject to sub-clause 23.1, no Bidder shall contact the Purchaser on any matter relating to its bid from the time of the bidding

opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

23.3 Any effort by the Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

#### **24. Preliminary Examination**

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Conversion to Single Currency**

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

or

(b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; or at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

25.2 The rule selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

**26. Evaluation and Comparison of Bids**

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components

and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bid Data Sheet will be computed for each bid by the Purchaser on the basis of published tariffs by



the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

(b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in such time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

**or**

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.
- or**
- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.
- (d) *Cost of spare parts.*
- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is included with the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
- or**
- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.
- or**
- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalised cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

**or**

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

(h) *Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.*

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

**Alternative**

**26.6 Merit Point System:**

The following merit point system for weighing evaluation factors can

be applied if none of the evaluation methods listed in 26.5 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

*[In the Bid Data Sheet, choose from the range of]*

Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardisation	0 to 20
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

## **27. Domestic Preference**

- 27.1 If the Bid Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 :
- 27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.
- 27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.
- 27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:
- (a) the amount of customs duties and other import taxes that a non-exempt importer would have to pay for the importation of

goods offered in each Group C bid;

or

- (b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

**28. Contacting  
the  
Purchaser**

28.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should be in writing

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**29. Post-  
qualification**

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 30. Award Criteria** 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 31. Purchaser's Right to Vary Quantities at Time of Award** 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, as indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 32. Purchaser's Right to Accept any Bid and to Reject any or All Bids** 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- 33. Notification of Award** 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 34. Signing of Contract** 34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.
- 35. Performance Security** 35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or

in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**36. Corrupt or  
Fraudulent  
Practices**

36.1 The Bank requires that Borrowers (including beneficiaries of Bank credits), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

▪ (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract."

## Section III. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of Borrower: Ministry of Energy and Minerals., Dar es Salaam Tanzania
<b>ITB 1.1</b>	Credit or credit number. NDF Credit or credit amount.]
<b>ITB 1.1</b>	Name of Project.: Tanzanian Mining Cadastre Information Management System
<b>ITB 1.1</b>	Name of Contract. Development of a computerised Mining Cadastre Information Management System
<b>ITB 4.1</b>	Name of Purchaser. Ministry of Energy and Minerals
<b>ITB 6.1</b>	Purchaser's address, telephone, email, and facsimile numbers. Tel: Fax: Email:
<b>ITB 8.1</b>	Language of the bid: English.

<b>Bid Price and Currency</b>	
<b>ITB 11.2 (a)</b>	The price quoted shall be EXW _____.
<b>ITB 11.2 (b)</b>	The price quoted shall be FOB _____.
<b>ITB 11.5</b>	The price shall be fixed.
<b>ITB 12.1 (a)</b>	Clause 12.1 (a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words "from outside the Purchaser's country" shall not apply.  <u>Bidding in USD or Tanzanian Shilling currency is preferred</u>

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<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (d)</b>	Qualification requirements. <ul style="list-style-type: none"> <li>- more than 5 years experience in developing computer software;</li> <li>- more than 5 years experience in installing systems including hardware;</li> <li>- experience in training in developing countries.</li> </ul>
<b>ITB 14.3 (b)</b>	Spare parts required for <u>two</u> years of operation.
<b>ITB 15.1</b>	Not required.
<b>ITB 16.1</b>	Bid validity period: 90 days
<b>ITB 17.1</b>	Number of copies. four
<b>ITB 18.2 (a)</b>	Address for bid submission.
<b>ITB 18.2 (b)</b>	IFB title and number. No Tanzanian Mining Cadastre Information Management System
<b>ITB 19.1</b>	Deadline for bid submission.
<b>ITB 22.1</b>	Time, date, and place for bid opening.  <i>[The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.]</i>

<b>Bid Evaluation</b>	
<b>ITB 25.2</b>	Currency chosen for the purpose of converting to a common currency: US dollars  Source of exchange rate. Financial Times  Date of exchange rate.:  <i>[Select a date that shall not be earlier than four (4) weeks prior to the original deadline for the receipt of bids, specified in ITB Clause 22.1, and no later than the original date for expiry of the period of bid validity, specified in ITB Clause 16.1.]</i>
<b>ITB 26.4</b>	Criteria for bid evaluation.  <i>[Select as appropriate from criteria listed in ITB Clause 26.4 (e.g., 26.4 (b) and (c)), and in the reference under ITB 26.5 below. <b>Retain only the evaluation method to apply and the relevant parameters</b></i>

	<i>corresponding to the retained criteria (e.g., 26.5 (b) (i) and (c) (ii)).]</i>
<b>ITB 26.5 (a)</b>	Inland transportation from EXW/port of entry/border point to Dar es Salaam airport ( <i>address</i> ), and insurance and incidentals.
<b>ITB 26.5 (b)</b>	Delivery schedule. Licensing Unit: ZMO RMO
<b>ITB 26.5 (c) (ii)</b>	n.a.
<b>ITB 26.5 (d)</b>	Option (ii)
<b>ITB 26.5 (e)</b>	Spare parts and after sales service facilities should exist in the Purchaser's country.
<b>ITB 26.5 (f)</b>	Reference to the methodology specified in the Technical Specifications
<b>ITB 26.5 (g)</b>	n.a.
<b>ITB 26.5 (h)</b>	Evaluation method: The contract shall be awarded to the less expensive responsive proposal, after financial corrections to ensure the comparativeness of all proposals.
<b>ITB 26.5</b>	n.a.
<b>ITB Alternative</b>	
<b>ITB 27</b>	Domestic preference not applicable.

<b>Contract Award</b>
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<b>ITB 31.1</b>	n.a.
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## Section IV. General Conditions of Contract

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## **General Conditions of Contract**

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
  - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Purchaser" means the organisation purchasing the Goods, as named in SCC.
  - (h) "The Purchaser's country" is the country named in SCC.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(k) "The Project Site," where applicable, means the place or places named in SCC.

(l) "Day" means calendar day.

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank."

**6. Patent Rights** 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

**7. Performance Security** 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**8. Inspections and Tests** 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract

specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

**10. Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*<sup>1</sup> published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified in SCC.

<sup>1</sup> <i>Incoterms</i> provides a set of international rules for the interpretation of the more commonly used trade terms.
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**11. Insurance**

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

**12. Transportation**

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract



Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not

included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

**14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any

claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the SCC pursuant to GCC 16.4. If both the specified currency and, because of membership of the European Monetary union(EMU),the euro is valid in the country of the specified currency, payments may also be made in euro. In case the specified currency has ceased to be valid in the country of the specified country because of membership of the EMU, payments shall be made in the corresponding amount in euro. the conversion of the amount of the specified currency into the euro shall in both cases be made in accordance with the statutory rate of conversion applicable in the country of the specified currency.

- 17. Prices** 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorised in SCC or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable

alternative means for performance not prevented by the Force Majeure event.

- 26. Termination for Insolvency** 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience** 27.1 The Purchaser, by written notice sent to the Supplier, may 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 28. Resolution of Disputes** 28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.
- 29. Governing Language** 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the

specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in SCC.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.



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## Section V. Special Conditions of Contract

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## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: Ministry of Energy and Minerals

GCC 1.1 (h)—The Purchaser's country is: Tanzania

GCC 1.1 (i)—The Supplier is: .....

#### *Sample Provision*

GCC 1.1 (j)—The Project Site is Ministry of Energy and Minerals, Licensing Unit

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section IX of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

### 3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: Five (5).

### 6. Delivery and Documents (GCC Clause 10)

**For Goods supplied from abroad:**

#### *Sample provision (CIF terms)*

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and \_\_\_ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and \_\_\_ copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**For Goods from within the Purchaser's country:**

***Sample Provision (EXW term)***

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

**7. Insurance (GCC Clause 11)**

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

**8. Transport (GCC Clause 12)**

The goods shall be delivered to :

and cost of transport and incidental services is included in the price of goods following application of : FOB, EXW .... Regulations.:

## 10. Spare Parts (GCC Clause 14)

### *Sample provision*

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for two years operations.

## 11. Warranty (GCC Clause 15)

### *Sample provision*

GCC 15.2—In partial modification of the provisions, the warranty period shall be 24 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is one year

## 12. Payment (GCC Clause 16)

### *Sample provision*

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

#### **Payment for Goods supplied from abroad:**

Payment of foreign currency portion shall be made in USD in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.

- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in USD within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within the Purchaser's country:**

Payment for Goods and Services supplied from within the Purchaser's country shall be made in USD as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**14. Liquidated Damages (GCC Clause 23)**

GCC 23.1—Applicable rate: 0.5 percent per week

Maximum deduction: 10 percent

*[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]*

**15. Resolution of Disputes (GCC Clause 28)**

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier which is from within the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

**16. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English

**17. Applicable Law (GCC 30)**

The applicable law shall be :

**18. Notices (GCC Clause 31)**

GCC 31.1—Purchaser's address for notice purposes:

—Supplier's address for notice purposes:

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery at EXW premises,. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.<sup>6</sup>

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from _____ <sup>7</sup>
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*(define a schedule for delivery in the Central LU office as well as in the ZMO/RMO)*

<sup>6</sup> The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

<sup>7</sup> The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

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## Section VII. Technical Specifications

### 1. Background

Since 1991 over US \$100 million has been invested in Tanzania's mineral sector, primarily in the form of exploration. This dramatic increase is largely the result of the implementation of new Government led policies. Much of this new exploration has been funded by Foreign Direct Investment and has led to the discovery of a number of new mineral deposits, including several development stage projects. These projects, some of which reached the production stage in the year 2000, involve capital investments totalling more than US \$720 million over the next three to five years.

This surge in investment and the resulting economic impacts, while welcome, has raised concerns over the sustainability of the investment and has highlighted the need to strengthen Government's capacity to process and grant applications for licences (i.e. prospecting, mining and primary mining licences) and to administer mineral rights. The Mining Act, 1998 does not provide for specifications suitable for computerised cadastre system. For instance, prospecting licenses are plotted in geographical co-ordinates, while primary mining licenses are approximately located using, tape measures and hand held compass referenced on topographical features.

In order to improve the pace and effectiveness of the implementation of its new mining development strategy, the Government requested a technical assistance credit from the World Bank. This credit became effective on December 21, 1994, as Mineral Sector Development Technical Assistance Project (MSD-TA) and is being managed by the Minerals Division under the Ministry of Energy and Minerals (MEM) through the Project Management Unit (PMU).

The MSD-TA Project addressed the legal, regulatory, fiscal and environmental framework, institutional strengthening and improvement of small-scale mining sub-sector. Under Institutional Strengthening sub- component of the project, a proposal for Improvement of the Tanzania Mining Cadastre was prepared and it covered evaluation of the current situation of mining cadastre, and recommendation for its improvement and work plan.

At present, the Tanzanian mining cadastre is comprised of approximately 1600 prospecting licenses, 60 mining licenses and about 7000 primary mining licenses. Most of the prospecting and primary mining licenses are clustered within the main mining areas of the country and their total surface area covers approximately 13% of the national territory. The present status of the Mining Cadastre is presented in Annex 1.

In order to improve the entire process of licensing and the administration of the mineral rights, the Government of Tanzania intends to establish a computerised mining cadastre system, which will



increase efficiency in the issuance of mineral rights and improve accuracy and accessibility of information.

A NDF Credit Agreement No. 277 was signed on 27 May 1999 for providing technical assistance to the Ministry of Energy and Minerals in the following main areas: (i) *Environmental Monitoring and Mitigation*, which will involve development of a sound regulatory and enforcement framework as well as monitoring of past mining activities; (ii) *Geochemical and Geophysical Surveys*, which will focus on strengthening the capacity of the Geological Survey of Tanzania to compile, interpret and publicise geological data from regional geological surveys; and (iii) *Mining Cadastre* will focus on improvement of the mineral licensing procedures and establishment of a modern mineral title management system. Other components are Environment and Mining; Small Scale Mining and Mining Sector Development.

The overall objective of Component E of the MSD-TA/NDF Project is to establish a modern computerised Mining Cadastre in Tanzania to facilitate expeditious and transparent processing of licences and to ensure the sustainable administration of mineral rights by the Government. Within the above context, the objective of a first contract was to design the most appropriate Mining Cadastre Development Strategy based on a thorough assessment of the alternatives.

The overall aim of MCIMS is to improve and smooth registration, increase transparency and data availability.

A cardinal issue is to make central registered data available to the RMO/ZMO, which genuinely increases the transparency of the cadastre system. Further developed with registrations emailed to LU would decrease the timeframe of each registration of a license.

Given the public (in particularly the mining companies) access to updated and transparent information at the Internet would increase awareness of the mining industry in the public, increased the possibilities for foreign investments and reduce any claims of misconduct in the Mining Cadastre registration. International companies will easily be able to browse through published licenses or even check the geographic location of licenses or areas free for prospecting.

The office in charge of operating and maintaining the MCIMS is the Registry and Licensing sub-division of the Minerals Division of the Ministry of Energy and Minerals (called LU, Licensing Unit in the following text).

The MCIMS will consists of:

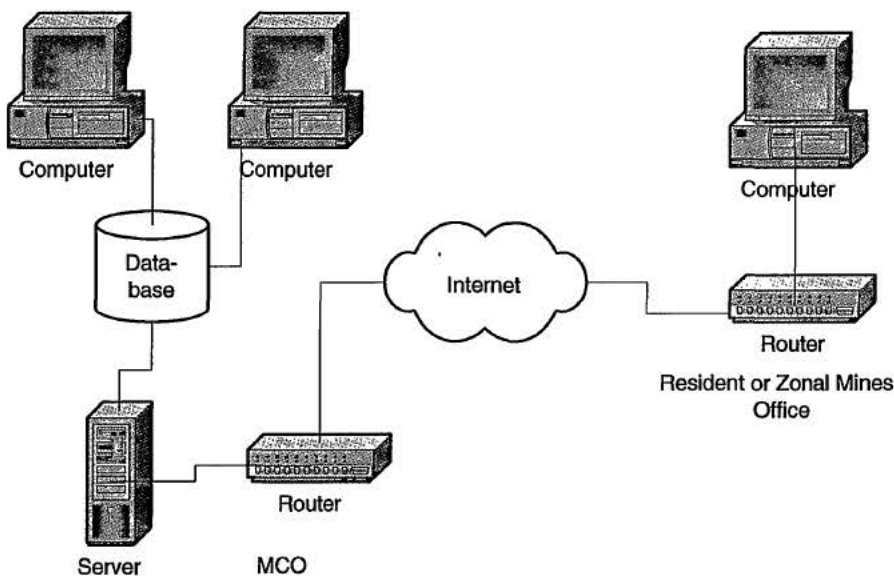
- Equipment and basic software
- Development software
- User's training
- Outline

## 2. System outline

The purpose of the MCIMS is to store all information about Mining Licenses in one location, the Central Database. The history of changes to the registered licenses will be kept. The Central Database will contain information concerning Mining License applications and Licenses granted, as well as historical data concerning cancelled Licenses. The MCIMS will provide a possibility for distribution of the data from the system to the public.

The Registration System will be divided into two system parts:

- **RMO/ZMO** –The applicants apply to and from ZMO/RMO where data are “entered” or emailed. The RMO/ZMO will not have direct access to the database but will email applications or use Internet. The system configuration at the RMO/ZMO is kept as simple as possible, communication is using a HUB then access the data from the Central Server.
- **Central server** – the central part of MCIMS, which stores all registered information, journals and logs.



*Figure Fejll Ukendt argument for parameter.: Outline of MCIMS.*

The network should be based on a Wide Area Network migrating to a Local Area Network in the next 5-10 years.

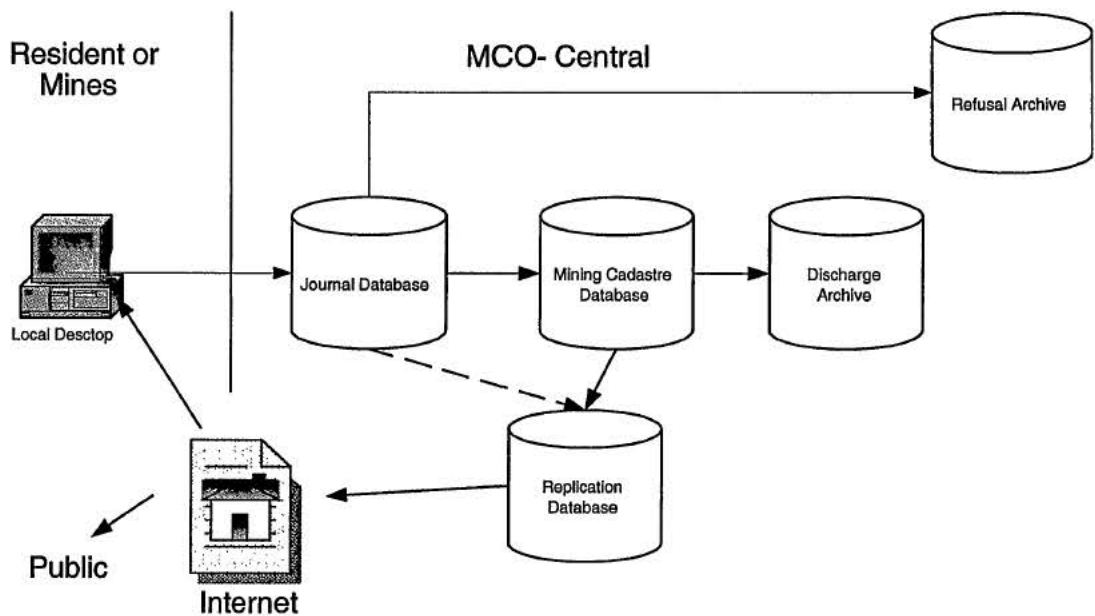
### Data storage

The System will cover the following:

- **Local Desktop** – data storage located in RMO/ZMO to support recording of working documents.
- **Journal Database** – information about reception of application forms, their type, status and date/time. The main purpose for this database is to provide a view on and registration of all documents.

- **Database of Mining Cadastre** – storage of all licenses. Only this database can store information about licenses.
- **Replications Database**– database used to replicate data accessible for the RMO/ZMO or at the Internet for the public.
- **Refusal Archive/database** – an archive database for all refused licenses.
- **Discharge Archive/database** – an archive database for all discharged licenses.

**Figur Fejl! Ukendt argument for parameter.: Data storage outline**



**System access**

Entries to the MCIMS are coming from two sources:

1. RMO/ZMO

Clerical Staff responsible for

- Entering data from the application form
- Correcting the information previously entered

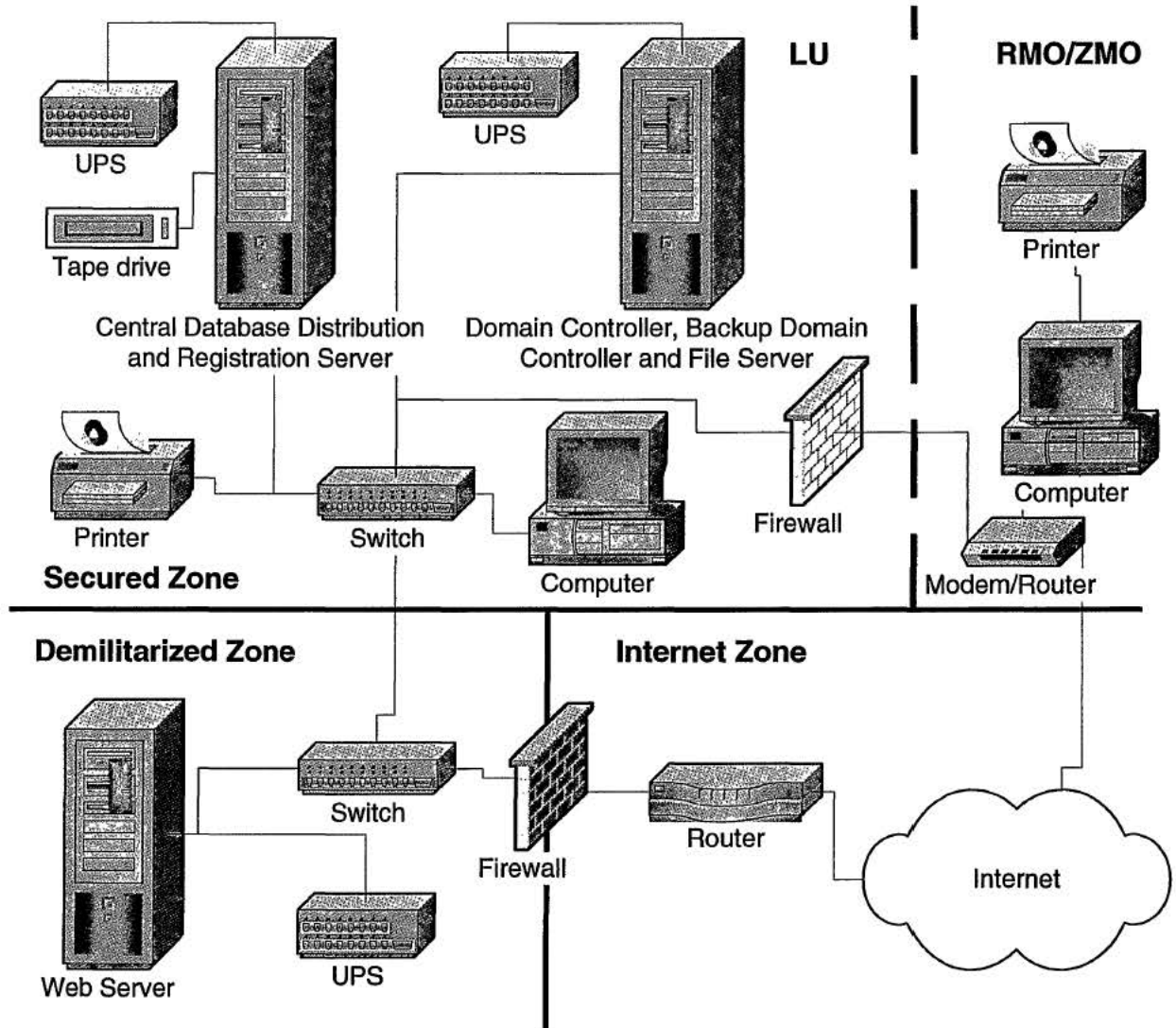
Officers responsible for

- Control data entry
- Performs crosscheck of the documents
- Adding to the Journal Database (Application Forms Procedures)
- Make decisions

2. MCO is responsible for

- Updating the Journal and Mining Cadastre Database
- Maintenance of hardware, basic software and MCIMS-specific software in the RMO/ZMO and at MCO
- Monitoring process and access to MCIMS
- Backup
- Supporting users of the distribution system – the RMO/ZMO and the public

### 3. Configuration:



**Figure Fejl! Ukendt argument for parameter.: Overview of hardware and network components for operation of MCIMS at MCO**

The servers has to handle various functions:

- Domain Controller
- File & BDC
- Central Database Distribution and Registration Server
- Central Database

It's recommended for LU to have more than one server. The data-flow would be limited, but the operations numerous.

<b>Hardware</b>	<b>Quantity</b>
<b>LU equipment</b>	
S.1: Domain Controller, File & BDC, Central Database, Domain and Registration Server	1
S.2: (Central) Database Distribution and Registration Server	1
S.3: Web Server	1
Personal Computer	12
Printer A4	3
Printer A3	1
Plotter	1
Switch	2
Firewall	2
UPS	12
Tape drive (Backup)	1
Router	1
Modem	1
<b>RMO/ZMO (26) equipment</b>	
Personal Computer	26
Printer	26
Modem/Router	26

<b>Standard Software</b>	<b>Quantity</b>
<b>LU</b>	
Windows Server 2000 English with 8 (3 servers + 9 clients) pcs. CAL	12
MS SQL Server 2000 Std. Ed. English with 8 (3 servers + 9 clients) pcs. CAL	12
Microsoft Internet Information Server	1
Microsoft Office 2000 Professional (3 servers + 12 clients)	15
Antivirus software (3 servers + 12 clients)	15
<b>RMO/ZMO (26)</b>	
Microsoft Windows2000	26
Microsoft Office 2000 Professional	26
Antivirus software	26

## 4. Detailed description

### Servers

The basic configuration for a server is:

- Windows Server 2000 English Intl CD 5 Client (for managing the 5 computers)
- ISA Server 2000 English Intl CD 1 Processor License (Firewall, Proxy)
- Antivirus – Active Virusscan Security Suite
- SQL Server 2000 Standard Edtn English Intl CD 5 Client (for managing the 5 computers)  
– if SQL is chosen

The server is configured as a Domain Controller and File Server & Backup Domain Controller. In this server also should be able to handle the Central and Local Database Registration and Distribution Server functionalities.

System, processors and architecture	Intel Pentium III 1.4 GHz/512KB L2 Cache, 133 MHz front side bus Upgradeable to two CPU's 1 GB RAM (expandable) Integrated, dual-channel Ultra-160 SCSI controller
Components	40 GB SCSI Hard disk 48x CD ROM 3,5" disk drive Parallel port, serial port 2 USB ports IEEE-1394 Firewire Wheel mouse Keyboard 10/100 Mbps network card AGP Graphic card with minimum 8 Mb RAM, capable of handling minimum 8 Hz in 1024 x 768 in 16 M colours Chassis, Expansion Bays – 6, expansion slots – 6 Smart Array SA5i Plus for ML370 G2 (64Mb with BBWC) 20/40 GB DDS/44mm Internal SCSI Tape backup streamer
Security	Automated Server Restart (ASR), Alert on LAN 2, Wake on LAN, Boot Sequence control, Mechanical locks, Power on password, Privileged access password, unattended start up
Monitor	Compaq V570 MPRII/ SH 15" Colour Monitor – 2 tone (Compaq SVGA 15" Monitor)
Preinstalled software	Windows NT 2000 Server, Office 2000
UPS	Power protection UPS – APC Smart-UPS 2200 VA, Line Interactive, user replaceable Batt., SmartBoost, SmartTrim, SmartSlot.
Warranty and service	Three-year, next-business-day, onsite limited warranty from authorised resellers, Free telephone support for basic set-up, installation, and troubleshooting

### Central and Local Database Registration and Distribution Server – S.2

The server is configured as a Central and Local Database Registration and Distribution Server. This server type is the same, but with the following additional features:

Components	2 x 40 GB SCSI Hard disks
------------	---------------------------

Other software	MS SQL Server 2000 with licenses, MapX, Office 2000
Warranty and service	Optional 4-hour disaster response during standard business hours

### Web Server – S.3

The server is configured as a Web Server. This server type is the same, but with the following additional features:

Components	2 x 40 GB SCSI Hard disk 2 x 100 Mbps network card
Other software	MS Internet Information Server (latest version)

### Personal Computers

The PC configurations are aimed as being used for registration by staff, operators, system administrators, officers and clerk's.

System, processors and architecture	1,7 GHz Intel Pentium 4, 32 Kb internal L1 CPU cache, 256 Kb L2 cache, 40 MHz front side bus 128 MB RAM Intel 845 Chipset Ultra ATA/100 controller
Components	20 Gb Hard disk (enhanced IDE) 7200rpm 48x CD ROM 3,5" disk drive Parallel port, serial port 2 USB ports Wheel mouse Keyboard 100 Mbps network card AGP Graphic card with minimum 16 Mb RAM, ADI 1887 AC97 Audio card Chassis must minimum have one 5,25" and one 3,5" slot free
Monitor	Compaq V570 MPRII/ SH 15" Colour Monitor – 2 tone (Compaq SVGA 15" Monitor)
Preinstalled software	Windows 2000/XP
Other software	Office Professional/Publisher XP Win32 English, MapInfo Professional or MapInfo Runtime and Antivirus software
UPS	APC Back-UPS Multi Path 650VA Complete System (Optional)

## Printers

Printer	LaserJet double side printing, network connection, extra paper-tray
---------	---

## Plotter

Plotter	HP 3000 Series A0 1200 dpi, network connection, extra memory
---------	--

## Network

### LAN equipment

Switch	8 or 24 ports depending on the need, UTP cat-5 cables to network, USB port for direct connection
--------	--

### WAN equipment

The connection to Internet must be a fixed line, connecting using a router and/or modem with a bandwidth of 256 Kbps.

Switch	8 ports, UTP cat-5 cables to network, USB port for direct connection
Firewall	Standalone firewall unit Supporting 3 zones, USB port for direct connection Filter, gateway and proxy functions Network and application level security Fail over option

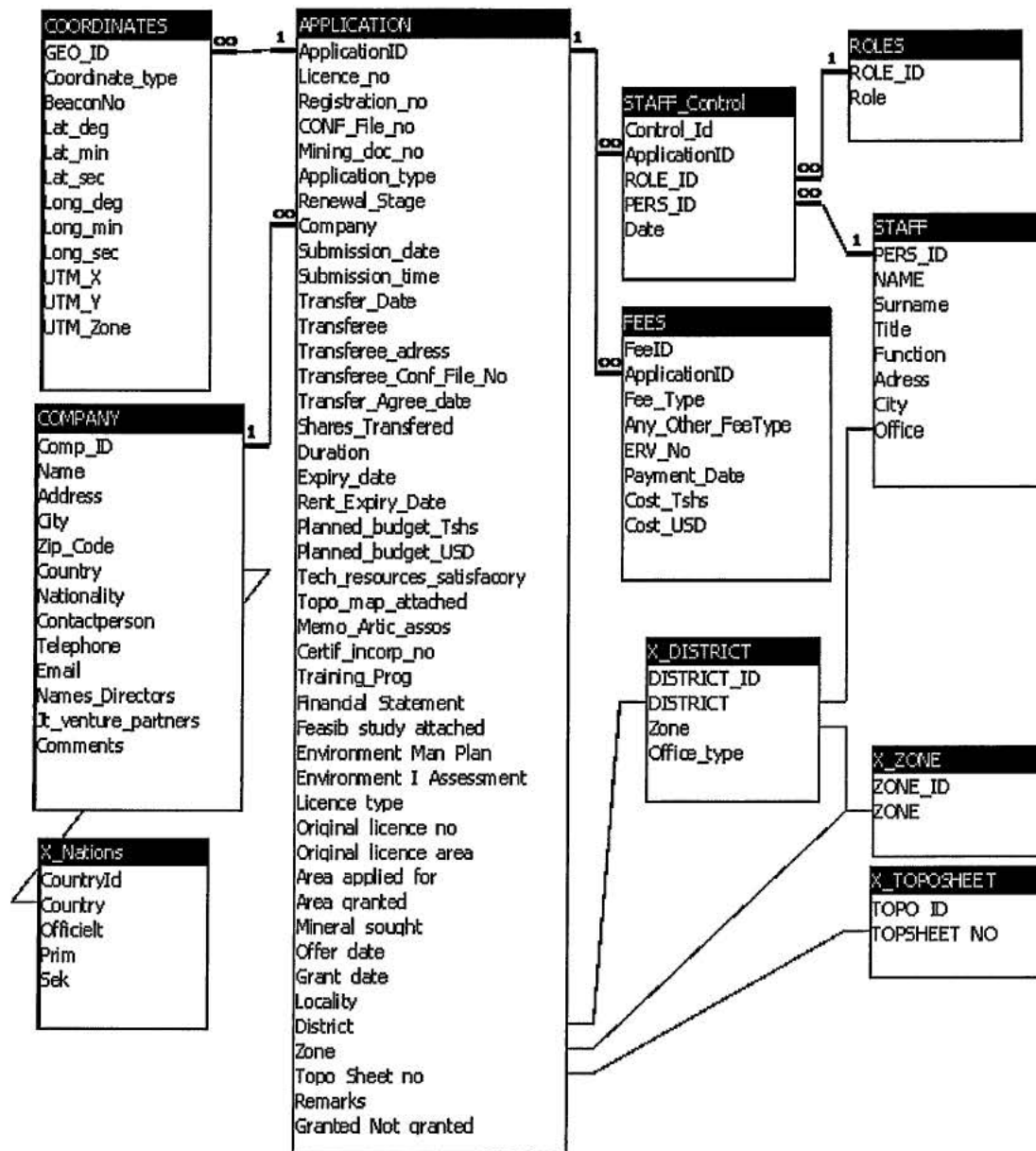
## 5. Application software

### 5.1 Database

The basic software is listed in Chapter 2. Some application must be developed to fulfil the requirements of the proposed new organisation of Mining Cadastre Office (see Report 7.2). The general processes are defined in this Report.

The database design used for the Inventory of Mineral Rights is usable for this purpose. This Design should be completed by the link to the graphic software (MapInfo) and some adjustments and improvements proposed by the Bidder.





**Figure 4:** Database design

This database is currently in use on a PC located in the Licensing Unit. Access software is used and no network facilities are used. This database is not connected to Mapinfo graphic software and the co-ordinates are not checked.

The Bidder should define the solution for the migration of data from the existing system to the proposed one.

## 5.2 List of Database Tables

The following description is indicative on the data to be managed. It will be adjusted in accordance with the requirements defined with the Client.

**Table 1. Application.**

Field	Data type	Description
ApplicationID	Auto numbering	Auto generated id number.
Licence_no	Character	Licence number issued by Mineral Rights Registry
Registration_no	Number	Registration number issued by Mineral rights Registry
CONF_File_no	Number	Confidential file number for the applicant, opened by Ministry of Energy and Minerals
Mining_doc_no	Character	Mining Document number.
Application_type	Character	Whether it is for a new application, for renewal, for licence transfer, for demarcation, for amalgamation or for surrender
Renewal_Stage	Character	Whether it's the 1st, 2nd, 3rd or retention
Company	Number	Number identifying the licensee registered in another table. Rule: <i>Lookup to Table Company</i>
Submission_date	Date	Date when the license application was submitted to Ministry of Energy and Minerals
Submission_time	Date	Time when the license application was submitted to Ministry of Energy and Minerals
Transfer_Date	Date	Date the transfer has been made. Rule: Only accessible when Application type = Transfer.
Transferee	Number	ID of company. This field is a lookup to the Company table. Rule: Only accessible when Application type = Transfer. Lookup to table Company
Transferee_Conf_File_No	Character	File Number of Transferee. Rule: Only accessible when Application type = Transfer.
Transfer_Agree_date	Character	Date of agreement. Rule: Only accessible when Application type = Transfer.
Shares_Transferred	Character	Shares Transferred. Rule: Only accessible when Application type = Transfer.
Duration	Number	Duration of validity of licence
Expiry_date	Date	Date when Licence expires. Rule: Data

		automatically entered as a function of updating either Grant date or duration (Expiry defined as Grant Date + Duration).
Rent_Expiry_Date	Date	Date up to when the rent will expire
Planned_budget_Tshs	Number	Budgeted expenditures (in Tanzania Shillings) to be spent on the licence.
Planned_budget_USD	Number	Budgeted expenditures (in US Dollars) to be spent on the licence.
Tech_resources_satisfactory	Character	(Yes/No) whether technical resources are satisfactory or not. Rule: <i>Controlled List</i> .
Topo_map_attached	Character	(Yes/No) whether a 1:50,000 scale Topo map is attached to the application or not. Rule: <i>Controlled List</i> .
Memo_Artic_assos	Character	(Yes/No) whether Memorandum and Articles of Assist. Attached or not. Rule: <i>Controlled List</i>
Certif_incorp_no	Character	Certificate Number
Training_prog	Character	(Yes/No) whether Training program is attached or not. Rule: <i>Controlled List</i>
Finacial_Statement	Character	(Yes/No) whether a financial statement is attached or not. Rule: <i>Controlled List</i>
Feasib_study_attached	Character	(Yes/No) whether feasibility study attached or nor not. Rule: <i>Controlled List</i>
Environment_Man_Plan	Character	(Yes/No) whether Environmental Management Plan (EMP) is attached or not. Rule: <i>Controlled List</i>
Environment_I_Assessment	Character	(Yes/Not) whether Environmental Impact Assessment (EIA) Report is attached or not. Rule: <i>Controlled List</i> .
Licence_type	Character	Whether licence is PPL (primary prospecting licence), PLR (Reconnaissance licence), PL (Prospecting licence), PML (Primary mining licence), ML (Mining licence), SML (Special mining licence), GML (Gemstone mining licence), RL (Retention licence). Rule: <i>Controlled List</i>
Original_licence_no	Character	Type of licence previously held in case of transformation from one licence type to another e.g from PL to ML.
Original_licence_area	Character	Original licence area held in case of renewal or transformation from one licence type to another. <i>Application</i> ".
Area_applied_for	Number	Size of licence area requested (Sq Km)
Area_granted	Number	Size of licence area granted (Sq Km)
Mineral_sought	Character	Mineral being sought under the licence

Offer_date	Date	Date when offer for the licence is given
Grant_date	Date	Date when licence is granted
Agents	Note	Names and addresses of the agents who manage the licence on behalf of the holder
Locality	Character	Local name of the area in which licence is located
District_ID	Number	Name of the administrative district accommodating the biggest part of the licence area Name of the administrative district accommodating the biggest part of the licence area. Rule: <i>Lookup to table X_District</i>
Zone	Character	Mineral administrative zonal office. Rule: <i>Lookup to table X_District</i> . Automatically updated when choosing District.
Topo_Sheet_no	Character	Topographic Sheet number of the map on which the licence falls. Rule: <i>Lookup to table X_Toposheet</i>
Remarks	Note	Any comment made by issuing authority. For instance comments on refusal or granting.
Granted_Not_Granted	Number	Values set as either 1 for application approved or 0 for application rejected.

**Table 2: Fees.** Entity for storing of all types of fees related to a license.

Field	Data type	Description
Fee_ID	Autonumber	Identity of Fee
ApplicationID	Number	Automatically entered ID linking a Fee with an Application/license.
Fee_Type	Character	Whether it is Application, Preparation, Transfer, Rent, Royalties, Demarcation, Amalgamation, Surrender fees or Other Fees
Any_Other_FeeType	Character	Any other fee not covered in Fee_Type. Rule: Only accessible for data entry when fee type is set to "Other"
ERV_No	Character	Receipt Number
Rent_expiry_date	Date	Date rent expires.
Payment_Date	Date	Date the fee was paid
Cost_Tshs	Number	Payment made in Tanzanian Shillings
Cost_USD	Number	Payment made in US Dollars

**Table 3. Holders of Mineral Rights..**

Field	Data type	Description
Comp_ID	Auto numbering	Company identification number - automatically generated.
Name	Character	Full Names of license applicant/holder
Address	Character	Street and House Number of licence applicant/holder
City	Character	City
Zip_Code	Character	Postal code. Character since foreign License Holders addresses could have text within the Zip Code.
Country	Character	The Country of licence applicant/holder. Rule: Lookup to table X_Nation. Only activated if "Nationality" is set to Foreign. Otherwise the Value is set to Tanzania.
Nationality	Character	Whether Licence applicant/holder is Local or Foreign - Is a controlled List.
Contactperson	Character	(Optional) Person not identical with License applicant/holder
Telephone	Character	(Optional) Telephone number
Email	Character	(Optional) Email address
Names_Directors	Note	Names and addresses of Directors of licence applicant/holder in case its a company
Jt_venture_partners	Note	Names and addresses of Joint Venture Partners. In principle the JV Partners could be Companies already in the same table.
Comments	Note	(Optional) Any comment of interest about the company/person in question. Are they reliable or not. Previous problems, reason for rejecting the application, etc.

**Table 4. Co-ordinates. Entity for co-ordinates related to a license.**

Field	Data type	Description
GEO_ID	Number	Same as applicationID, but different naming useful for coding. Cascade updated when new co-ordinate is added.
Co-ordinate_type	Character	Co-ordinates applied, Granted or Granted and verified. Rule: <i>Controlled List</i>
BeaconNo	Auto numbering	Beacon number. Automatically added. Used by the system, MapInfo.
BeaCon		Beacon number. Information added by user, beacon 1, 2, 3 and 4, ect.
Lat_deg	Number	Latitude degrees co-ordinate for licence corner beacon. Rule: Not accessible if Co-

		ordinate_type is set to "granted and Verified"
Lat_min	Number	Latitude minute co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
Lat_sec	Number	Latitude second co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
Long_deg	Number	Longitude degrees co-ordinate for licence corner beacon
Long_min	Number	Longitude minute co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
Long_sec	Number	Longitude second co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
UTM_X	Number	UTM_EASTING co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
UTM_Y	Number	UTM_NORTHING co-ordinate for licence corner beacon. Rule: Not accessible if Co-ordinate_type is set to "granted and Verified"
UTM_Zone	Character	UTM ZONE in which the licence falls. Rule: Controlled List. Not accessible if Co-ordinate_type is set to "granted and Verified".

**Table 5. Roles.** Entity for defining activities occurring in connection with licenses. The table is the basis for managing access to the database and tracking changes to the database by users. Functions as lookup to table Staff\_control.

Field	Data type	Description
ROLE_ID	Auto numbering	Role identification number - automatically generated.
Role	Character	Any role that staff might have in a connection with a license.

**Table 6. Officer.** Entity for storing information's about the staff at LU to record who has done what in the database.

Field	Data type	Description
PERS_ID	Auto numbering	Unique identifier
NAME	Character	First Name
Surname	Character	Surname
Title	Character	Title to put in letters etc. - Dr -Mr - Mrs. -Ms. Rule: <i>Controlled List</i>
Function	Character	Employee Title or function - Head of LU, Technicians, secretary, etc.
Address	Character	Address of Employee

City	Character	Place of living
Office	Character	Office. Rule: Look up to Table District

**Table 7. Staff\_Control.** Entity for storing information's about the actions of individual staff members in relation to each license. If used together with access control from a network, the system becomes very powerful in controlling who does what and why to the database.

Field	Data type	Description
Control_Id	Auto numbering	Unique identifier
ApplicationID	Number	Record identifying Application/License. Rule: All data is entered automatically.
ROLE_ID	Number	Record identifying the employee role. Rule: All data is entered automatically.
PERS_ID	Number	Record identifying Employee. Rule: All data is entered automatically.
Date	Date	Automatically timestamp. Rule: All data is entered automatically.

**Table 8. District .** The various Districts and Zonal Offices in Tanzania.

Field	Data type	Description
DISTRICT_ID	Auto numbering	Unique identifier
DISTRICT	Character	Name of district
Zone	Character	Name of Zone
Office_type	Character	Type of Office - District or Zone

**Table 9. Topo-Sheet .** Entity for information about the topographical sheets covering Tanzania. The information about toposheet needs verification and this should be done as soon as possible.

Field	Data type	Description
TOPO_ID	Auto numbering	Unique identifier
TOPSHEET_NO	Character	Toposheet number

**Table 10. ZONE.** Entity for Zones.

Field	Data type	Description
ZONE_ID	Auto numbering	Unique identifier
ZONE	Character	Name of Zone

**Table 11. Nations.** Entity for nations.

Field	Data type	Description
Country_ID	Auto numbering	Unique identifier
Country	Character	Name of Country
Officiel	Character	Official Name if different from name
Prim	Character	Primary abbreviation
Sec	Character	Secondary abbreviation

### 5.3 Functionalities

The functionalities must follow the newly defined processes defined in 7.2. The computer operations concern:

For PML/PPL

- The application form is completed and stored in the database by ZMO as soon as the application entry is registered.
- The co-ordinates are then entered in the online MCIMS by the ZMO in chronological order of registration of applications. After the technical control of the form data, ZMO uses MCIMS to check online the co-ordinates and verify that the area requested by the applicant is available.
- If the area is partly or fully unavailable, corrective co-ordinates are calculated by the computer (existing Licenses to be extracted). A document is printed out with approved co-ordinates (as required if available or adjusted) to be delivered to and signed (approved) by the applicant.
- ZMO can assist the applicant using MCIMS.
- When the applicant signs the extract with co-ordinates, it is registered in MCIMS as an "approved by the applicant" application.
- MCO is informed of the validity of the application and the Head of MCO confirms after controls using MCIMS (final acceptance).
- ZMO is informed online. The final License is printed out in ZMO with necessary information on the applicant, application, complete co-ordinates of the limits, information on existing Licenses included into the area.

For ML /PL

- MCO register the entry of an application in the computer and delivering a receipt to the applicant.
- The form and the co-ordinates are then entered in the online MCIMS by the MCO in chronological order. MCO uses MCIMS to check the co-ordinates and verify that the area requested by the applicant is available.
- If the area is partly or fully unavailable, corrective co-ordinates are proposed by the computer (existing Licenses to be extracted). A document is printed out with approved co-ordinates (as required if available or adjusted)
- If the application is accepted or refused, it is registered in the MCIMS. The resulting letter is printed out.
- The draft License is printed out with necessary information on the applicant, application, and complete co-ordinates of the limits, with co-ordinates of existing Licenses included into the area. A chronological License number is created.

Renewals, management of expiry and cancelling Licenses are following a process with the same principles. The MCIMS checks the dates of validity, informs MCO/ZMO in advance, update the graphic information the case may be.



MCO and ZMO are online using full resources of MCIMS for public service;

Reception and acceptance of Reports are registered in MCIMS.

Computerized functions:

- Entry of the application (ZMO for PPL, PML, MCO for ML, PL). Registration of the date and time. Production of a receipt.
- Entry and control of the application form. Control of the chronological order.
- Graphical control of the co-ordinates (ZMO or MCO). Control of chronological order. Checking of the area is vacant. Calculation of new co-ordinates, production of a proposal for the applicant.
- Registration of the decision in MCIMS (refused, accepted). Updating the status of the area covered by the application.
- Printing letter to the applicant.
- Printing the License with complete co-ordinates.
- Registration of the License number.
- Permanent control of the dates of validity of License, printing status Report.

Other functionalities should be envisaged:

- Journal.
- registration of transfer of holder of a License right
- registration of fees.
- Cancelling part or whole of a License with updating the status of the vacant land.
- changes to the original registered license.
- discharge or termination of previous registered licensees rights

Data Query

MCIMS should allow the users to quickly query the database for relevant information on licenses.

The querying would be done in both The Journal and Mining Cadastre Database:

- Finding licenses and documents by License Number
- Finding licenses and documents by Address
- Finding licenses and documents by Journal Number
- Finding licenses and documents by Owner
- Finding licenses and documents by Co-ordinates
- Finding discharged licenses and documents in The Discharge Database by Discharge Number

All results of the query are printed using the Report Application.

Printing functions

- Journaling certificates
- Receipt of acceptance or refusal
- Registration certificates
- Certificate of refusal

- Certificate of registered rights
- Certificate of discharge and termination ‘
- Statistics
- 

All documents should be kept in a special archive and all information should be moved from The Journal and Mining Cadastre Database to The Discharge Database.

### 5.4 Training

The Consultant should provide courses as follows:

Course General working principles of the MCIMS	Trainer Consultant	Duration 3 days
Objective /Course Outline To enable the participants to work with and understand MCIMS	Who to be trained Managers and Head of Sub-Sections	Priority High
Overall system understanding and security Transparent registration Querying Report generation Validation of data and the use of forms Duties of the operator Communication with ZMO/RMO and stakeholders Methodology Introduction, discussion, exercises, cases, hands on	Number of participants C. 26	

Course General working principles of the MCIMS	Trainer Consultant	Duration 2 x 3 days
Objective /Course Outline To enable the participants to work with and understand MCIMS	Who to be trained Professionals and Technicians	Priority High
Overall system understanding and security Transparent registration Querying	Number of participants C. 15	

Report generation Validation of data and the use of forms Duties of the operator Communication with ZMO/RMO and stakeholders Methodology Introduction, discussion, exercises, cases, hands on		
--	--	--

## Other requirements

### Communications

Vast problems with communications is a hindrance for development and consequently the Districts and Zonal Offices have not been included in any present development in Tanzania. One way to solve the communication problem in Tanzania could be to adopt a direct line of communication between head and field offices by way of telephone lines or radio communication. A HTML/ASP based user interface could then be adopted and field officers could report directly to the head office or even enter data directly in the database. The latter is not recommended at the present due to inadequate communication and registration procedures.

### Security issues

The security of the system comprise:

- Access control (each user of the system should be registered and can only access the system by using username and password)
- Rights and restrictions for users (definition of rights and restriction for database users)
- System backups (database backups should be done daily and stored in a different place)
- Recovery procedures (description of procedures should be performed for database recovery after failure)
- Virus checking (software for virus checking, rules of use of internet and computers)
- Electric power supply (stable electric power supply, alternative electric sources)
- Fire protection (fire alarm and automatic fire extinguisher system)
- Working place and server room physical security (access control and physical security for The RMO/ZMO and servers at LU)

Security of MCIMS shall apply for servers, database, network, client workstations and registration system. No data entered shall be lost during any system failure. All changes done by registration shall be tracked.

### **Database security**

If database problems occur, the user should receive error messages sent by the application module. User should be prompted for further actions.

Only authorised users or MCIMS application programs shall be allowed to perform operations on the database. Users shall only be allowed to access the databases through stored procedures. Structured Query Language (SQL) shall be used for data manipulation. No other SQL applications, except applications designed for MCIMS, shall be used on the client workstations.

### **Computer security**

Computer security shall include start-up password and power reset switch cover. Working places and server room should be physically safe.

### **Network security**

The wide area network (WAN) of MCIMS between the RMO/ZMO and LU will be part of the telecommunication company's network and shall be behind a firewall. A support agreement between LU and the telecommunication company should be entered guaranteeing line connections, speed and traffic optimisation, virus protection, and response and repair time in case of WAN failure.

Even if the WAN connection breaks down, only part of the system functionality should disappear. Some of the functionality of the system should remain so that the user can save work in a temporary log. If a network connection breaks down during saving of operation, all operations should be undone until last successful saving.

### **Availability and Maintainability**

The registration system should be available 9 hours a day, 5 days a week while the distribution system should be available 24 hours a day, 7 days a week.

The system should be designed and developed for ease of maintenance and so that further development and extensions can be incorporated. All MCIMS-specific data (like list of districts, etc.) should be stored as parameters, thus being modifiable without recompilation of or changes to the system.

The system shall include online help for all users. Users should not require the use of a hardcopy manual to use the system.

System response time is the ability to handle user activities:

- **Client workstation start-up time** depends on the configuration of the workstations, but should not exceed 5 minutes.
- **Logon time** depends on network and server speed and duty, but it should not exceed 2 minutes.

## **Documentation**

The following documentation shall be delivered:

- Software documentation (in English)
- Registration procedures for the use of personnel (user manual in English and Swahili)
- Technical operation manual (central, in English)
- Technical operation manual (local, in English/Swahili)
- Test documentation (in English)

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**Bid Form and Price Schedules**

Date: \_\_\_\_\_  
 Credit N<sup>o</sup>: \_\_\_\_\_  
 Credit N<sup>o</sup>: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Schedule of Requirements, Technical Specifications, Contract and Special Conditions of Contract as specified in our reply to bid as included.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, and Advance Payment, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

“Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

<u>Amount and Currency</u>		
<u>Name and address of agent</u>	<u>Amount</u>	<u>Purpose of Commission or gratuity</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”).”

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorised to sign Bid for and on behalf of \_\_\_\_\_



## Price Schedule for Goods Offered from Abroad

(Group C bids)

Name of Bidder \_\_\_\_\_ IFB Number \_\_. Page \_\_ of \_\_.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price FOB or FCA port or place of loading (specify port or place) <sup>1</sup>	Unit price <sup>2</sup> CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services <sup>3</sup>

<sup>1</sup> Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

<sup>2</sup> Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

<sup>3</sup> Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.

**Price Schedule for Domestic Goods Offered from within the  
Purchaser's Country**  
(Group A and Group B bids)

Name of Bidder \_\_\_\_\_ IFB Number \_\_. Page \_\_ of \_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price <sup>1</sup> EXW per item	Cost of local labour, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit price per item final destination and unit price of other incidental services <sup>3</sup>	Sales and other taxes payable if Contract is awarded

<sup>1</sup> Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

<sup>2</sup> Indicated as a percentage of the EXW price.

<sup>3</sup> Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.

## **Bid Security Form**

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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*[signature of the bank]*

## Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

### Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 19\_\_\_\_ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**Bank Guarantee for Advance Payment**

To: *[name of Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_

*[date]*

## **Manufacturer's Authorisation Form**

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorise *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*[signature for and on behalf of Manufacturer]*

**Note:** This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.



## **Annex B: Service contracts**

**SAMPLE CONTRACT FOR CONSULTING SERVICES. SMALL ASSIGNMENTS. LUMP-SUM  
PAYMENTS**

**REQUEST FOR PROPOSALS**  
**RFP # [insert: RFP number]**

***Tanzania***

***Mining Cadastre Information Management System-***

***Credit # [insert: credit number]***

***Institutional Strengthening***

## Section 1. Letter of Invitation

Dear *[insert: Name of Consultant]*: ..... Dar es Salaam ( *Date* )

The Ministry of Energy and Minerals has received (*or has applied for*) a credit] (hereinafter called "credit") from NDF toward the cost of *[insert: Name of Project]* and intends to apply a portion of this credit to eligible payments under this Contract.

The Ministry of Energy and Minerals now invites proposals to provide the following consulting services: Technical Assistance and Institutional Strengthening, aiming at supporting the administration in the implementation of a modern Mining Cadastre, providing assistance, advice and organising training. More details on the services are provided in the attached Terms of Reference.

The RFP has been addressed to the following shortlisted consultants:

*[insert: List of Shortlisted Consultants]*

A firm will be selected under Quality-Cost method and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Consultants
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract.

Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

*[insert: Signature, name, and title of Client's representative]*



## Section 2. Information to Consultants<sup>8</sup>

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and

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<sup>8</sup> This Information to Consultants section shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.7 Bank policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client

whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

- 1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the World Bank may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the Bank's policy to require that borrowers (including beneficiaries of Bank credits), as well as consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the portion of the credit allocated to the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the

borrower or of a beneficiary of the credit during the selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that, in contracts financed by a Bank credit, a provision be included requiring consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above sub para. 1.8 (d).

1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

**2. Clarification and Amendment of RFP Documents**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by papermail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a

clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- 3.1** Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 3.2** In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3** While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or subconsultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - (iv) Proposed professional staff must, at a minimum, have



## Section 2. Information to Consultants **Fejl! Ukendt argument for parameter.**

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the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.

- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.

### 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment,

supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the subconsultants, and their personnel (other than nationals or permanent residents of the government's country), unless the Data Sheet specifies otherwise.

3.8 Consultants may express the price of their services in the currency of any Bank member country or in the European Currency Unit. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

- 3.9** *Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).*
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorised representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing

time for submission of proposals shall be returned unopened.

- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

## **5. Proposal Evaluation**

### **General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee, appointed by the Client, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

### **Public Open-**

- 5.5 After the evaluation of quality is completed, the Client shall notify

**ing and  
Evaluation of  
Financial  
Proposals:  
Ranking  
(QCBS,  
Fixed-  
Budget, and  
Least-Cost  
Selection  
Methods  
Only)**

those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- 5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude local taxes and charges as specified in para. 3.7.
- 5.8 In case of QCBS, the lowest Financial Proposal ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) 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 Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.9 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within

the budget (“evaluated” price). Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

## **6. Negotiations**

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods. For other methods, the firm will provide consultants with the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are

critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).

7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**8. Confidentiality**

8.1 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.

## Data Sheet

Clause	Ref- erence
--------	----------------

- |     |   |
|-----|---|
| 1.1 | The name of the Client is: Ministry of Energy and Minerals<br>Mines Cadastre Office (MCO)   |
| 1.2 | The method of selection is: Quality-Cost<br>Technical and Financial Proposals are requested: Yes<br>A Technical Proposal only is requested: No<br><br>The name, objectives, and description of the assignment are: Institutional<br>Strengthening of the MCO for assisting in the implementation of a modern Min-<br>ing Cadastre Information Management System |
| 1.3 | The assignment is phased: Yes<br>See attempted time schedule in the Description of Service  |
| 1.4 | A pre-proposal conference will be held: No<br><br>The name(s), address(es), and telephone numbers of the Client's official(s) are:<br>Ministry of Energy and Minerals – Mining Cadastre office<br><i>(add address and contact)</i>  |
| 1.5 | The Client will provide the following inputs:<br><u>Office available</u><br><u>Access to existing Reports</u>   |



Section 2. Information to Consultants - Data Sheet **Fejl! Ukendt argument for parameter.**

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- 1.7.2 The Client envisages the need for continuity for downstream work **No**
- 2.1 Clarifications may be requested 15 days before the submission date.
- The address for requesting clarifications is: \_\_\_\_\_
- Telex: \_\_\_\_\_ Facsimile: \_\_\_\_\_
- 3.1 Proposals should be submitted in the following language(s): English
- 3.3 (i) Shortlisted firm/entity may associate with other shortlisted firm: **Yes**  
(ii) The Financial Proposal shall not exceed the available budget of 200,000 USD  
(iii) the estimated man-month for this assignment is 15  
(iv) The minimum required experience of proposed professional staff is:  
team leader: 8 years  
specialists: 5 years in their speciality
- (vi) Reports that are part of the assignment must be written in the following language(s): English
- 3.4 (vii) Training is a specific component of this assignment: **Yes**  
The assignment relate to organisation and preparation of training and on-the-job support and Institutional Strengthening
- (viii) Additional information in the Technical Proposal includes: no
- 3.7 Taxes: [*Specify firm's liability: nature, sources of information*]:
- 3.8 Consultants to state local cost in the national currency: **USD**
- 3.10 Proposals must remain valid 60 days after the submission date, i.e., until:  
\_\_\_\_\_
- 4.3 Consultants must submit an original and five additional copies of each proposal:
- 4.4 The proposal submission address is: (*address*)
- 4.5 Proposals must be submitted no later than the following date and time:  
\_\_\_\_\_
- 5.1 The address to send information to the Client is:  
\_\_\_\_\_

Section 2. Information to Consultants - Data Sheet **Fejll Ukendt argument for parameter.**

---

5.3 The number of points to be given under each of the evaluation criteria are:

	<u>Points</u>
(i) Specific experience of the consultants related to the assignment	20
(ii) Qualifications and competence of the team leader	30
General education	10
Adequacy for the project.....	10
Training experience.....	10
Other members of the staff:	20
(iv) Suitability of the transfer of knowledge program (training)	30]
Total Points:	100

The minimum technical score required to pass 75%

5.7 The single currency for price conversions is: USD

The source of official selling rates is :Financial Times

The date of exchange rates is: 30 days before deadline for submission of the proposal

The formula for determining the financial scores is the following:

*[Either  $Sf = 100 \times Fm/F$ , in which  $Sf$  is the financial score,  $Fm$  is the lowest price and  $F$  the price of the proposal under consideration, or another proportional linear formula]*

5.8 The weights given to the technical and Financial Proposals are:

T=0,8 and

P=0,2

6.1 The address for negotiations is:\_\_\_\_\_

7.2 The assignment is expected to commence on [*Insert date*] at [*Insert location*]:\_

---

## **Appendix**

### **INFORMATION TO CONSULTANTS**

#### **Financial Negotiations**

#### **Breakdown of Remuneration Rates**

##### **Review of Remuneration Rates**

The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

##### **Bank Guarantee**

Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.



[Tanzania  
**MCIMS**  
 Institution Strengthening  
**STANDARD REQUEST FOR PROPOSALS**  
 RFP #  
**INFORMATION TO CONSULTANTS**  
**BREAKDOWN OF AGREED FIXED RATES<sup>9</sup>**  
 [Currencies: \_\_\_\_\_<sup>10</sup>]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate <sup>11</sup>	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__ % of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__ % of 1)
Country Assignment									
Home Office									

Signature of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

<sup>9</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>10</sup> If different currencies, a different table for each currency should be used.

<sup>11</sup> Per month, day, or hour as appropriate.

## **Section 3. Technical Proposal - Standard Forms**

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.

### **3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Institutional Strengthening for the implementation of a MCIMS in accordance with your Request for Proposal dated [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] 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 understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

### 3B. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		N <sup>o</sup> of Staff:
Address:		N <sup>o</sup> of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		N <sup>o</sup> of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_



**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

Section 3. Technical Proposal - Standard Forms **Fejl! Ukendt argument for parameter.**

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**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING  
THE ASSIGNMENT**

---

### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

<b>1. Team Leader</b>		
Name	Position	Task
Mining Project / Training expert		

<b>2. Short-term experts</b>		
Name	Position	Task
Legal expert		
Mining Law expert		
IT expert		
Quality Control expert		

### **3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

#### **Education:**

*[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

Section 3. Technical Proposal - Standard Forms **Fejl! Ukendt argument for parameter.**

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

---

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member and authorised representative of the firm] Day/Month/Year*

Full name of staff member: \_\_\_\_\_

Full name of authorised representative: \_\_\_\_\_

## **Section 4. Financial Proposal - Standard Forms**

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursables per activity.
- 4F. Miscellaneous expenses.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) 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., [Date].

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 below:

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

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

We remain,

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

#### 4B. SUMMARY OF COSTS

Costs	Currency(ies) <sup>12</sup>	Amount(s)
Fixed amount		
Local Taxes		
Total Amount of Financial Proposal		<hr/> <hr/>

<sup>12</sup> Maximum of one currency plus the local currency.





## CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between The Ministry of Energy and Minerals ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
  
- 2. Term** The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
  
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
  
  - B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

*[insert amount and currency]* upon the Client's receipt of a copy of this Contract signed by the Consultant;

*[insert amount and currency]* upon the Client's receipt of the draft report, acceptable to the Client; and

*[insert amount and currency]* upon the Client's receipt of the final report, acceptable to the Client.

*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in Tanzanian Shillings, no later than 30 days following submission by the Consultant of invoices in duplicate to the Co-ordinator designated in paragraph 4.

4. **Project Administration**

A. Co-ordinator.

The Client designates Mr./Ms. *[insert name]* as Client's Co-ordinator; the Co-ordinator will be responsible for the co-ordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or op-

<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.

erations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Tanzania, and the language of the Contract shall be English
- 12. Dispute Resolution<sup>4</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

## **List of Annexes**

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel
- Annex C: Consultant's Reporting and Deliveries Obligations

## **Annex A: Scope of service**

### **1. Background**

The Ministry of Energy and Minerals was supported by the World Bank then by Nordic Funds to define a new strategy of the mining sector to attract investors and develop this activity in Tanzania. One of the aspect of this strategy is to develop a comprehensive implementation plan of a modern Mining sector with the following components: (i) amendment of the Mining Law and related Regulations; (ii) change in the institutional framework and administrative practice; (iii) implementation of a computerised Mining Cadastre Information Management System; (iv) implementation of the Mineral Right inventory and the verification plan; (v) Human resource development fore a new Mining cadastre Office; (vi) capacity building and Training programmes.

This Contract relates to component 6, Capacity Building and Training Program.

### **2. Summary of the assignment**

The assignment includes the supervision of the implementation of the Mining Cadastre Information Management System in accordance with the Implementation Plan of the Strategy defined by the MEM.

It is expected that the Consultant will be in charge of assisting the Mining Cadastre Office in organising all necessary training, including inviting local trainers, evaluating proposals and preparing / supervising contract. Another task is to assist MEM in the organisation and co-ordination of all the phases of the implementation, planning decisions required, providing experts in the required field at the adequate time, on-the-job training of the staff in project monitoring.

An education as Mining Engineer is necessary. Experience in training, managing projects possibly in a developing country is a plus. English language proficiency is necessary.

It is expected that the assignment will be of 8 months over two successive years, with a progressively decreasing assignment, and with missions during the essential phases of the implementation when required.

He will be assisted by short-term experts, with the expected assignment as follows:

- Legal expert: 3 months know how of international mining law.
- Local legal expert: 4 months for assisting in finalising the new Law and suspend relevant parts of the Mining Act
- Project planning for organising and refining the implementation plan: 1 month
- A quality control and data assessment 2 months to control the quality of the information on Licenses and applications

This list is not exhaustive and it is expected that a pool of short-term advisers, limited to 4 month of international experts and 6 months of local experts, proposed by the Consultant, will be available at the request during the 2 year period.

## **1. Training component**

A summary of the recommended training courses is given in Table 1. Planning of the training courses should consider the timing of the Verification Plan, ensuring that the staffs involved in this phase are all given the necessary skills in advance of the project.

The Bidder should provide the MCO and BM courses with his resources. Other courses would be contracted to local firms under a separate budget. The Consultant will be in charge of preparing the Invitation to local firms pre-selected by the Client, organise the consultation, evaluate offers, propose an evaluation report to the Client for decision, supervise the delivery of the courses and provide an evaluation of the results. The evaluation of each proposal (one evaluation by training course) will be based on the following criteria:

- experience in training IT-employees in an administration (20 points)
- experience in the specified topic (30 points)
- CV proposed (20 points)
- Summary of the courses (30 points)

The Bidder who reaches 85% in the technical evaluation is eligible for the final evaluation:

The winner is the best-classified Bidder after the final calculation based of the relative weight of the technical and financial proposal as follows:

Technical proposal: 80%

Financial proposal: 20%

The training sessions are summarised in the attached Tables

**Table : Training Plan overview.****Course BCT1**

<b>Course</b>	<b>Content</b>	<b>Participant</b>
BCT 1	Basic Computer Training	Only one level for all participants
DB 1	MS Access and MRI	Managers/Head of Sub-Section Professionals
DB 2	MS Access and MRI	Technicians
MI 1	MapInfo	Managers/Head of Sub-Section
MI 2	MapInfo	Professionals Technicians
MCO 1	Mining Cadastre Office – working principles and routines	Managers/Head of Sub-Section
MCO 2	Mining Cadastre Office – working principles and routines	Professionals Technicians
MCO3	Mining Cadastre Office – working principles and routines	Secretaries
BM 1	Basic Management	Managers/Heads of Sub-Section

**Course BCT2**

<b>Course/Workshop</b>	<b>Trainer</b>	<b>Duration</b>
Basic Computer Training	Consultant	2 x 3 days Ongoing
<b>Objective /Course Outline</b> To provide the participants with basic computer skills  <ul style="list-style-type: none"> <li>• Windows functions</li> <li>• MS Word and Excel</li> <li>• Internet</li> <li>• E-mail</li> <li>• Basic understanding of OS</li> </ul> <b>Methodology</b> Hands On	<b>Who to be trained</b> Standard course for all MCO staff involved with administration of the Mining Act.  Skills at this level are considered necessary in order to attend any of the other courses.  Participants not identifies – but anticipated in the range of 30.	<b>Priority</b> High



**Course DB 1**

<b>Course</b> Access and MRI	<b>Trainer</b> Consultant	<b>Duration</b> 3 days
<b>Objective /Course Outline</b> To familiarise the participants with Access to be used in MCIMS and to understand the MRI concept <ul style="list-style-type: none"> <li>• Basic functions of Access</li> <li>• Basic functions of MRI</li> <li>• Functionality of the MCIMS</li> <li>• Validation of data</li> </ul> <b>Methodology</b> Introduction, discussion, exercises, cases, hands on	<b>Who to be trained</b> Managers and Head of Sections Professionals  <b>Number of participants</b> C. 30	<b>Priority</b> High

**Course DB 2**

<b>Course</b> Access and MRI	<b>Trainer</b> Consultant	<b>Duration</b> 2 x 3 days
<b>Objective /Course Outline</b> To familiarise the participants with Access to be used in MCIMS and to understand the MRI concept <ul style="list-style-type: none"> <li>• Basic functions of Access</li> <li>• Basic functions of MRI</li> <li>• Functionality of the MCIMS</li> <li>• Validation of data</li> </ul> <b>Methodology</b> Introduction, discussion, exercises, cases, hands on	<b>Who to be trained</b> Technicians  <b>Number of participants</b> C. 20	<b>Priority</b> High

**Course MI 1**

<b>Course</b> MapInfo	<b>Trainer</b> Consultant	<b>Duration</b> 1 days
<b>Objective /Course Outline</b> To familiarise the participants with GIS and MapInfo and to be able to verify license areas in MRI <ul style="list-style-type: none"> <li>• Basic functionality's in Map-Info</li> <li>• Transparent registration</li> <li>• Specific functionality's related to MCIMS</li> <li>• Verification of areas</li> <li>• Analysis</li> <li>• Printing</li> </ul> <b>Methodology</b> Introduction, discussion, exercises, cases, hands on	<b>Who to be trained</b> Managers and Heads of Sub-Sections  <b>Number of participants</b> C. 23	<b>Priority</b> High

**Course MI 2**

<b>Course</b> MapInfo	<b>Trainer</b> Consultant	<b>Duration</b> 2 x 3 days
<b>Objective /Course Outline</b> To familiarise the participants with GIS and MapInfo and to be able to verify license areas in MRI <ul style="list-style-type: none"> <li>• Basic functions in MapInfo</li> <li>• Specific functions related to MCIMS</li> <li>• Verification of areas</li> <li>• Analysis</li> <li>• Printing</li> </ul> <b>Methodology</b> Introduction, discussion, exercises, cases, hands on	<b>Who to be trained</b> Professionals and Technicians  <b>Number of participants</b> C. 12	<b>Priority</b> High

**Course MCO 1**

<b>Course</b> Mining Cadastre Office Management	<b>Trainer</b> Consultant	<b>Duration</b> 2 days
<b>Objective /Course Outline</b> To provide the participants an understanding of <ul style="list-style-type: none"> <li>• International MCO practice</li> <li>• Role and duties of the MCO</li> <li>• Administration - principles</li> <li>• Stakeholder interfaces</li> <li>• Monitoring and evaluation</li> </ul> <b>Methodology</b> Introduction, discussion, action planning, follow up, case studies	<b>Who to be trained</b> Managers and Head of Sub-Sections  <b>Number of participants</b> C. 30	<b>Priority</b> Medium

**Course MCO 2**

<b>Course</b> Mining Cadastre Office Management	<b>Trainer</b> Consultant	<b>Duration</b> 4 days
<b>Objective /Course Outline</b> To provide the participants an understanding of <ul style="list-style-type: none"> <li>• International MCO practice</li> <li>• Role and duties of the MCO</li> <li>• Administration - principles</li> <li>• Stakeholder interfaces</li> <li>• Monitoring and evaluation</li> <li>• Contact to Clients</li> <li>• Follow-procedures</li> <li>• Validation of data</li> </ul> <b>Methodology</b> Introduction, discussion, action planning, follow up, case studies	<b>Who to be trained</b> Professionals and Technicians  <b>Number of participants</b> C. 15	<b>Priority</b> High

**Course MCO 3**

<b>Course</b> Mining Cadastre Office Management	<b>Trainer</b> Consultant	<b>Duration</b> 3 days
<b>Objective /Course Outline</b> To provide the participants an understanding of <ul style="list-style-type: none"> <li>• International MCO practice</li> <li>• Role and duties of the MCO</li> <li>• Administration - principles</li> <li>• Stakeholder interfaces</li> <li>• Monitoring and evaluation</li> </ul> <b>Methodology</b> Introduction, discussion, action planning, follow up, case studies	<b>Who to be trained</b> Secretaries  <b>Number of participants</b> Not identified	<b>Priority</b> High

**Course BM 1**

<b>Course</b> Basic Management	<b>Trainer</b> Consultant	<b>Duration</b> 2 x 3 days
<b>Objective /Course Outline</b> To provide the participants an understanding of <ul style="list-style-type: none"> <li>• Management tools</li> <li>• Managing changes</li> <li>• Human resource management</li> <li>• Delegation and reporting</li> <li>• Performance indicators</li> <li>• Public service</li> </ul> <b>Methodology</b> Introduction, discussion, action planning, follow up, case studies	<b>Who to be trained</b> Managers and Head of Sub-Sections  <b>Number of participants</b> C. 30	<b>Priority</b> Medium

## **Annex B Consultant's personnel**

To be provided by the Bidder

## **Annex C: Consultant's Reporting and Deliveries Obligations**

The Trainer should provide the following documentation:

- a complete set of training support and documentation before starting the courses in sufficient number of copies to be distributed to all trainees plus 5 extra copies for the Client.
- The Language is English.