

001/2014



Contract for Professional Services

Between

United Nations Development Programme

And

Traditional Irrigation and Environmental Development Organization (TIP)

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Date: 11 March 2014

Dear Sir/Madam,

Ref: Provision of Professional Management of the Collective Warehouse Based Marketing Systems (COWABAMA)

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company duly incorporated under the Laws of United Republic of Tanzania (hereinafter referred to as the "Contractor") in order to perform services in respect of Provision of Professional Management of the Collective Warehouse Based Marketing Systems, in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter,
 - b) the Terms of Reference which is a part of the RFP dated 02 January 2014,
 - c) The Contractor's Technical Proposal dated 29 January 2014,
 - d) The Contractor's Financial Proposal dated 29 January 2014.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The contractor shall provide the services with the following key personnel:

<u>Name of staff</u>	<u>Specialization</u>
Dr Ibrahim Kawa	Team Leader
Ibrahim Kiswigo	Technical Manager
Lawrance Mpoki	Warehouse Operator
Vincent Tarimo	Food Scientist
Shangwe Kiluvia	OD & ID / Gender specialist
Asha Muya	Marketing Specialist
Support Staff:	
Conrad Kabewa	Finance & Administrative Officer
Zaina Kadege	Administrative Secretary

- 2.3 Any changes in the above key personnel shall require prior written approval of Mr. Titus Osundina, Deputy Country Office (Operations), UNDP Tanzania.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified in the TOR and various attachments.
- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of US\$ 537,656.00 (United States Dollars Five Hundred Thirty Seven Thousand Six Hundred and Fifty Sixty Six only).
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>Milestones</u>	<u>%</u>	<u>Amount (USD)</u>
1 st installment: Upon submission of an acceptable inception report.	20%	107,531.20
2 nd installment: Upon submission of an acceptable Interim - progress report.	40%	215,062.40
3 rd installment: Upon submission of an acceptable of draft - completion report.	30%	161,296.80
4 th installment: Upon submission of an acceptable Final completion report.	10%	53,765.60
TOTAL AMOUNT FOR CONTRACT	US\$	537,656.00

Invoices shall indicate the milestones achieved and corresponding amount payable.

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4. Special conditions

No special conditions apply.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

UNDP Office, 6th Floor, International House, Garden Avenue/Shaabab Robert Street
P.O. Box 9182
Dar es Salaam, Tanzania.
Attn: Registry

5.2 Invoices submitted by e-mail or fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Bank Name: Standard Chartered Bank
Branch Name: Tazara Branch
Name of account: [REDACTED]
Account Number: 8300070043

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services on **20 March 2014** and shall complete the Services within the period specified in the attached work plan but no later than **19 March 2015**.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and the Deputy Country Director (Operations), UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For UNDP:

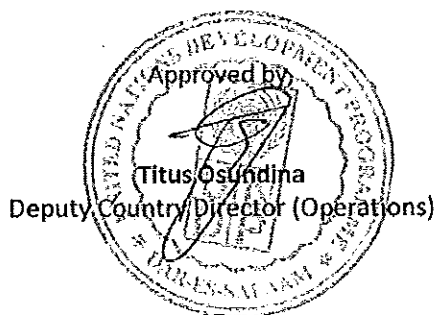
International House
Garden Avenue/Shaabab Robert Street
PO Box 9182
Dar Es Salaam, Tanzania

Tei: +255-22-266 8000 e-mail: registry.tz@undp.org	Fax: +255-22-266 8749	Cable: UNDEVPRO DAR ES SALAAM
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For the Contractor:

Name: Traditional Irrigation and Environmental Development Organization (TIP)
Address: [Redacted] - Tanzania
Telephone: + [Redacted]
Fax: + [Redacted]
e-mail: tip@tiptz.org Website: www.tip@tiptz.org

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.



For: TRADITIONAL IRRIGATION AND ENVIRONMENTAL DEVELOPMENT ORGANIZATION (TIP)

Agreed and Accepted:

Signature: [Signature]
Name: IBRAHIM KAWA
Title: EXECUTIVE DIRECTOR, TIP
Date: 19/03/2014

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ANNEX I

UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1 Name UNDP as additional insured;
 - 8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 Use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 Any other party with the Discloser's prior written consent; and,

13.2.2 The Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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13.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 Any entity over which the Party exercises effective managerial control; or,

13.2.2.3 For the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

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15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provide, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.



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22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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_____ *D.S.*

Section 3: Terms of Reference (TOR)¹

II. BACKGROUND INFORMATION

Agriculture contributes 27% to the real GDP of Tanzania, and accounts for 75% of workforce employment. However, growth in the sector is hindered by a number of critical challenges along the value chain, such as access to land, infrastructure, credit, improved inputs, access to market, farmer practices, inadequate value addition and human resource development.

The objective of Big Results Now (BRN) - Agricultural sector is to address these challenges in order to increase contribution to agriculture GDP growth, improve smallholder incomes and ensure food security by 2015. Growth in GDP will be driven by *commercial farming models*, while increased smallholder incomes will be achieved through *smallholder aggregation*. Both models will contribute to addressing the question of food security. Social inclusion and sustainability are at the heart of these models.

The BRN is focusing on 3 priority crops: maize, rice and sugarcane as they are of high strategic importance to contribute to food security and import substitution for the country. We will achieve these objectives through 3 big ideas:

- i. Promoting 25 Commercial farming deals
- ii. Enhancing 78 Smallholder rice irrigation and marketing schemes through professional management
- iii. Developing 275 Collective Warehouse Based Marketing schemes (COWABAMA) targeted at linking maize farmers to the market.

III. OBJECTIVES OF ASSIGNMENT

In order to ensure BIG RESULTS NOW and SUSTAINABILITY the government is intending to hire Professional Service Providers (SP) to pioneer the changes in the warehouse based marketing schemes. It is proposed that two PSP will be hired for two districts in the first wave (one per district). Contracted service provider (or consortium of service providers) will support the formation/strengthening and training of Farmer Based organization (FBOs), initial operation of the warehouse scheme, and provision of market information to the FBOs. The main actor will be FBO that serves as the operator of a storage warehouse through an employed local warehouse manager. The strengthening and/or formation of these associations, sensitization to the concept, leadership training and on-going support for the first three years will be provided by a service provider. This service provider will also help link the FBO to large scale buyers such as exporters, processors, wholesalers, and institutional buyers such as World Food Programme (WFP), National Food Reserve Agency (NFRA), Cereal and Other Crops Board (COPB), etc.

¹This document merely serves as a guide to Requestor on how to write the TOR for the RFP, by giving a few suggested sections and contents. This document is not to be shared with Proposers at this state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

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IV. SCOPE OF WORK: EXPECTED RESULTS/DELIVERABLES

The Consultant/Service Provider is expected to pick up the following tasks:

- Facilitate the hiring of contractors to construct or rehabilitate selected warehouses as recommended by the assessment report.
- Facilitate the process for procurement of equipment required by the warehouses
- Sensitize and mobilize farmers to participate in the scheme through village meetings
- Facilitate the process for the selection of interim leaders of Farmer Based Organizations if do not exist
- Assist the Farmer Based Organizations to recruit and train a warehouse manager for the village
- Supervise the performance of the warehouse manager and operations of the warehouse accounting system including cultivating the culture of saving leveraging on mobile phone technology
- Facilitate trade and access to price information
- Facilitate collection of daily prices from markets
- Facilitate dissemination of prices to warehouses and buyers
- Facilitate maintenance of the Agricultural Marketing Information Systems
- Facilitate collection of other relevant information for good maintenance of grain fumigation companies, etc
- Training Farmer Based Organizations on the relationship between farm gate and wholesale prices, and between wholesale and regional trade prices. This should include information on grain standards, as well as the risks of price volatility.
- Sensitize farmers about the proposed model through meetings.
- Facilitate the process for the selection of interim leaders of organization if one doesn't exist and assist them to draft a constitution for an organization. Where an association exists assist them to review the constitution to satisfy the function proposed by the model.
- Facilitate meeting of members to review and approve constitution, and select organization leaders.
- Facilitate the process for registration of the organization.
- Train association leaders about leadership skills, organizational development, marketing and negotiation and post-harvest management of maize.
- Assist organization leaders to prepare a contract for the warehouse manager to be hired by the organization.
- Facilitate the selection process of the warehouse manager
- Conduct training for warehouse managers on: postharvest grain handling, record/book keeping, use of market information/intelligence system.
- Train organization members about basics of post-harvest grain handling: grain cleaning, drying, grades and standards, good practices for on-farm grain storage.
- Secure market and link associations to potential buyers and input dealers,
- Create capacity for networking between associations to maximize benefits from bulk sales of grain and bulk purchase of inputs

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Core deliverables

INCEPTION REPORT

This will be submitted within two (2) weeks after commencement of the assignment. The report shall contain much of baseline data and with comments on what needs to be done in line with the TOR.

INTERIM PROGRESS REPORT

The SP shall prepare and submit to the DED an interim progress report. This report shall be submitted after the 2014 season harvest. The report shall contain results of interventions undertaken and suggest areas of improvement as deemed necessary. After the interim report, the Service Provider shall be submitting the progress report on Quarterly basis in line with Ministerial reporting system.

DRAFT COMPLETION REPORT

Once the assignment period has elapsed, the Service Provider shall compile a draft final report and submit to the client in 10 copies. The report shall be done within the last Month of the last quarter. The client shall review the draft report for two (2) weeks so that any comments made by the Client shall be incorporated by the Service Provider within the subsequent two (2) weeks.

FINAL COMPLETION REPORT

On receipt of the comments from the Client on the Draft Completion Report, the Service Provider shall make the necessary corrections, compile the final report and submit to the DED and copied to MAFC within a period of two (2) weeks.

PAYMENT SCHEDULE

The proposed payment schedule under the first stage will be:

- i) twenty percent(20%) of the lump-sum amount shall be paid upon submission of an acceptable inception report;
- ii) forty percent(40%) of the lump-sum amount shall be paid upon submission of an acceptable Interim progress report;
- iii) forty percent(30%) of the lump-sum amount shall be paid upon submission of an acceptable of draft completion report; and
- iv) Ten percent (10%) of the lump-sum amount shall be paid upon submission of an acceptable Final completion report

Profile of Service Provider

The service providers should have the following qualities:

- (i) At least 2 years' experience working with small holder farmers in Tanzanian environment,
- (ii) Must have technical capacity to cover at least one district out of 12,
- (iii) Must have skills to organize small holder farmers in warehousing management and overall markets matters and link them to financial institutions, inputs suppliers, service provision including mechanization.

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Staffing Requirements

The Service Provider shall have the following staff with appropriate qualifications:

- i) **Technical Manager:** The Technical Manager shall be a graduate with a minimum of BSc. degree in entrepreneurship or equivalent and an experience of over 5 years in similar assignments;
- ii) **Quality Control Specialist:** The desired candidate shall have a minimum diploma in food science or postharvest management or related field. BSc degree holder in the related field will be an added advantage.
- iii) **Warehouse Operator:** The Warehouse Operator shall have a minimum of diploma in related subject and an experience of not less than 5 years in similar assignment.

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