
DRAFT Contract No: MCAT/COM/E9-148/.....

Lump-Sum

Individual Consultant Contract

**For the Provision of Consultancy Services
FOR AN INDIVIDUAL CONSULTANCY CONSULTANCY
SERVICES FOR SKILL-BASED GROUPS AND GENDER
FOCAL POINTS STUDY**

between

**MILLENNIUM CHALLENGE ACCOUNT - TANZANIA
Of THE UNITED REPUBLIC OF TANZANIA**

and

.....

Dated: September, 2012

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**LUMP-SUM CONTRACT
FOR INDIVIDUAL CONSULTANT – MCA-T/COM/E9-148/....**

THIS CONTRACT (“Contract”) is entered into this..... , 2012, by and between the **Millennium Challenge Account-Tanzania** (“the Client”) having its principal place of business at Development House, Kivukoni Front/Ohio Street, Dar es Salaam, Tanzania and (“the Consultant”) having his/her principal address located at, on the other part.

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

WHEREAS, the Consultant is willing to perform these services as agreed hereunder,

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”).

2. Term The Consultant shall perform the Services during the period commencing **2012** (hereinafter referred to as “effective date”) and continuing through or any other period as may be subsequently agreed by the parties in writing.

This Contract may be renewed, extended, modified, amended and or altered as may be agreed by the parties in writing. Either party may, with thirty days notice, issue in writing to the other party stating his/her intention to amend, renew, extend, modify and or alter any provision of this contract. Such renewal, amendment, extension or alteration shall become effective upon written acceptance by the other party.

3. Location The Consultant shall deliver the services specified in Annex A at Dar es Salaam, Tanzania or as otherwise agreed with the Client.

4. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed..... **United States Dollars (US\$.....)** (the “**Contract Price**”) on the basis of a maximum of a Period, of ten (10) months. 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. In the event that any additional services or time shall be required by the

Client, this will be charged at the rates in Appendix B.

B. Schedule of Payments

Item number	Deliverables	Proposed due date	Payment
1	Study Concept Note	8 calendar weeks after contract effective date	15% on approval of Concept Note)
2a	Monthly Progress Reports	Every calendar month of the consultancy	25% On approval of 3rd Progress report
2b	Final Data Gathering Report	2 calendar weeks following completion of data collection	10% on approval of Data gathering report
3a	Final data files, including any transcripts from interviews, codebooks, do files, and corresponding documentation as detailed in Table 2 of the ToR	3 calendar weeks after data collection	20% on approval of Final data files
4	Draft Study Report (based on MCA-T template)	4 calendar weeks after data entry is complete	10% on approval of Draft Study report
4	Dissemination presentations and Final Study Report	2 calendar weeks after Final Report is complete	20% after Dissemination Presentation and approval of final report

C. Payment Conditions

Invoice Delivery

The original tax-exempt invoice, all copies and all related correspondence and documents shall be delivered to the Document Intake Coordinator at the MCA-Tanzania offices.

The invoice will be deemed received with the placement of an indelible date stamp and the Document Intake Coordinator initializing the face of the original invoice, subject to the invoice being approved by the MCA-Tanzania.

Payment Terms

MCA-Tanzania will make its best efforts to provide payment within 30 days after receipt of the invoice **subject to presentation of the applicable report and invoice each being approved by MCA-Tanzania.**

No other terms or conditions shall be implied, or noted on the face or back of the invoice or copies.

Rejection of Invoice

An invoice may be rejected outright i.e. not marked as received, or may be rejected through the invoice approval process i.e. marked as received then found to be deficient. If an invoice is rejected by MCA-Tanzania, the Consultant will be informed as soon as practicable. The advice of rejection will contain the reason(s) for the rejection and, where possible, how to cure the deficiency.

Once the invoice has been corrected and resubmitted and approved by MCA-Tanzania, the 30 day processing period will start anew.

Payment Accounts

The accounts to which payments are to be made are:

Bank: *[To be provided by the Consultant]*
 Account Name:
 Account Number:
 Swift Code:
 Correspondent Bank:
 Swift Code:

5. Project Administration

A. Coordinator.

The Consultant shall be supervised by MCA-T Director of Monitoring and Evaluation (the “Coordinator”). The Coordinator shall be responsible for the supervision of activities under this Contract including acceptance and approval of the reports and of other deliverables and for receiving and approving invoices for payment.

B. Working Hours

The working hours of the Consultant will be based on the normal working hours of the client. The Consultant shall not be

entitled to be paid overtime.

- C. The Consultant shall be entitled to a maximum of 20 working days leave per calendar year through the duration of the Contract to be taken upon consultation and agreement with the Coordinator.

D. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government of Tanzania shall:

- (a) Arrange for the Consultant to be provided promptly with the necessary entry visa (if applicable).
- (b) Provide the Consultant with work permits and such other documents as shall be necessary to enable the Consultant to perform the Services and to stay in Tanzania for the duration of the Contract (if applicable).
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Consultant. (if applicable)
- (d) Grant to the Consultant the privilege, pursuant to the Applicable Law, of bringing into Tanzania reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Consultant and of withdrawing any such amounts as may be earned therein by the Consultant in the execution of the Services. (if applicable)

The Client shall provide the facilities and services defined in the Terms of Reference at Annex A.

7. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

8. Confidentiality

The Consultant 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 operations without the prior written consent of the Client.

- 9. 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. These documents, reports etc shall not be disclosed by the Consultant to anyone other than the Client without the prior written consent of the Client.
- 10. 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.
- 11. Limitations** Except in the case of gross negligence or willful misconduct on the part of the Consultant or in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds the total value of the Contract.
- 12. Eligibility** The Consultant and any sub-contractors must comply with the eligibility requirements of the Millennium Challenge Corporation throughout the duration of the Contract. If at any time the Consultant becomes ineligible, the contract may be terminated.
- 13. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage as may be agreed with the Client.
- 14. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 15. Law Governing Contract and Language** The Contract shall be governed by the laws of the United Republic of Tanzania, and the language of the Contract shall be English.
- 16. Termination** Either party may terminate the contract by giving thirty (30) days notice of termination.
- Upon termination of this Contract by notice of either Party, pursuant to Clause 2 of the Contract:
- a) the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly

manner. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall hand these over to the Client.

- b) the Client shall make payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.

17. Additional Provisions

The provisions of Annex C, “Additional Provisions”, with the exception of clause I “Insurance” shall apply to this contract.

18. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules as at present in force in the United Republic of Tanzania.

The place for arbitration shall be Dar es Salaam, Tanzania.

For and on behalf MCA-Tanzania:

For the Consultant:

Signature

Signature

Name: Bernard S Mchomvu

Name:

Title: Chief Executive Officer

Title: The Consultant

Witness

Witness

Name:

Name:

Title:

Title:

Signature:

Signature:

LIST OF ANNEXES

- Annex A: Terms of Reference
- Annex B: Consultant's Rates
- Annex C: Additional Provisions

MINISTRY OF FINANCE
MILLENNIUM CHALLENGE ACCOUNT – TANZANIA (MCA-T)
Terms of Reference for
Skill-based Groups and Gender Focal Points Study

1. Background

- 1.1.** The Government of the United States of America acting through the Millennium Challenge Corporation (MCC) and the Government of Tanzania (GoT) have entered into a Millennium Challenge Compact for Millennium Challenge Account (MCA-T) assistance to help facilitate poverty reduction through economic growth in Tanzania in the amount of 698 million USD. MCA-T on behalf of the Government of Tanzania intends to apply a portion of the proceeds of MCC funding to eligible payments under this contract for conducting the Activities for the Study of the Gender Skill-Based Groups. Payments by MCA- T will be subject, in all respects, to the terms and conditions, including restrictions on the use of MCC funding of the Compact.
- 1.2.** The Compact aims at reducing poverty through the implementation of a program consisting of three projects, each containing a number of activities and sub-activities, namely:
- i. **The Transport Sector Project** consists of four distinct activities, the Mainland Trunk Roads Activity, the Zanzibar Rural Roads Activity, the Road Maintenance Activity, and the Mafia Island Airport Activity.
 - ii. **The Energy Sector Project** consists of three distinct activities, the Zanzibar Interconnector Activity, the Malagarasi Hydropower and Kigoma Distribution Activity, and the Distribution Systems Rehabilitation and Extension Activity. A pilot solar energy project is planned for Kigoma which will also be included in the M&E activities.
 - iii. **The Water Sector Project** consists of three distinct activities, the Lower Ruvu Plant Expansion Activity, the Non-Revenue Water Activity, and the Morogoro Water Supply Activity.
- 1.3.** More details on MCA-T and MCC are found in MCA-T and MCC websites (www.mca-t.go.tz and www.mcc.gov respectively). The Compact is to be implemented over a period of five (5) years and is currently in the fourth year of its implementation and key activities in all the sector projects are on-going.
- 1.4.** MCA-T realizes that gender inequality is a major constraint to the growth of the economy and efforts to reduce poverty. In Tanzania, women contribute substantially to economic development and to the support of their families. They often contribute more than half of the total household income. They face numerous constraints, including greater poverty, more limited access to resources such as land and capital, and lack of political and decision making power. This situation is generally known as gender inequality. The Compact, therefore, recognizes and emphasizes Gender as one of the main drivers for beneficiary response to the opportunities provided by the activities of the Compact.

- 1.5.** In addition, MCC Gender Policy vividly explained that “MCC will ensure that gender is considered in the selection of eligible countries and integrated into the development and design of Compact programs, the assessment and implementation of projects funded by the Millennium Challenge Account.” The aim is to “ensure that gender differences and inequalities that limit economic growth and poverty reduction are addressed in project design.” On the monitoring side, the Policy mentions the role of MCA countries is to “include provisions to track impacts, on specific beneficiary groups, such as women and children.” Lastly, the Policy asserts that MCA countries should “ensure that sex-disaggregated data will be analyzed in monitoring performance and results and evaluating impacts.” In view of those key points the policy directs each MCA Country “to have the primary responsibility for integrating gender into the development, design, implementation, and monitoring of a Compact program.”
- 1.6.** To that effect, MCA-T has a comprehensive Gender Integration Program (GIP) built in to all infrastructure based interventions and activities supported through its funding. Like other technical implementation activities of the Compact, the successful and meaningful Gender integration process requires cooperation of different actors specifically at community levels.
- 1.7.** The MCA-T GIP is a strategy and a process that addresses the different needs, roles and responsibilities of women and men. It ensures that the special needs and priorities of women and girls, as well as men and boys, are considered at all levels and stages of development activities. This includes the design, implementation, monitoring and evaluation of any planned action, including legislation, policies or programs, in any area and at all levels. Gender mainstreaming ensures more equitable and appropriate policies, programs and outcomes.
- 1.8.** The MCA-T GIP has established Gender Focal Points (GFPs) to support gender-related activities and outreach to the Skill-based groups in each region. The GFPs are ultimately responsible for field-based training and workshops, as well as data collection and reporting from the Skill-based groups to the MCA-T GIP.
- 1.9.** The GIP targets skill-based groups located in areas expected to benefit from the MCA-T Compact activities. Skill-based groups, based on different skills and enterprise activities, were identified by GFPs and have received trainings through the GIP to raise their awareness on how best they can benefit from the opportunities provided through the implementation of the MCA-T Compact, both from a gender perspective, but also on key issues such as access to credit, sanitation and hygiene and entrepreneurship.

2. The Skill-Based Groups and Gender Focal Point Study

MCA-T wishes to (i) understand the extent to which the structure and mechanisms for building the skills of the Skill-based Groups (SBGs) have been effective and what the main lessons for improving them are in order to help inform gender integration and strengthen benefits to local communities in other MCC-funded infrastructure programs and (ii) gain a deeper understanding of the characteristics, structure, operations, progress, plans and challenges facing the SBGs in order to complement the evaluations of the Compact Projects. In addition, this consultancy will include complementary qualitative data collection for the Energy Sector evaluations as outlined in sections 3.10 to 3.13 of this TOR.

3. Scope of Work

- 3.1.** MCA-T is seeking the services of a qualified Individual Consultant to conduct a comprehensive study of the GFPs and SBGs, including the study design, data gathering, analysis, report compilation, and findings' dissemination.
- 3.2.** The geographic scope of the SBG and GFP study will include approximately 11 regions: Kigoma, Mbeya, Mwanza, Rukwa, Iringa, Ruvuma, Dodoma, Morogoro, Tanga, Unguja and Pemba.
- 3.3.** Table 1 details the trained SBGs and GFPs as of August 2012. This will form the basis of the sampling frame.

Table 1: Trained GFPs and SBGs by Region and Districts

Sector	Region	District	# of Trainees	
			GFP	SBG
Transport	Tanga	Tanga City	9	16
		Mkinga	13	24
	Mbeya	Mbozi	7	15
	Rukwa	Sumbawanga (R)	16	9
		Sumbawanga (Municipal)	10	15
	Ruvuma	Songea Municipal	10	12
		Songea Rural	9	16
		Namtumbo	15	22
		Mbinga	16	30
	Pemba	Wete	25	32
		Micheweni	13	13
	Pwani	Mafia	2(est)	4(est)
	Energy	Morogoro	Morogoro Municipal	13
Morogoro Rural			8	15
Mvomero			9	15
Kilombero			4	0
Kilosa			6	0
Dodoma		Kongwa	7	9
		Mpwapwa	6	0
		Dodoma Municipal	9	9
		Chamwino	4	9
		Bahi	3	0
		Kondoa	6	0
		Kiteto	7	9
Mwanza		Sengerema	12	20 (est)

		Geita	6	18
		Magu	3	10 (est)
		Misungwi	2	4 (est)
		Ilemela	4	12
		Nyamagana	3	14
	Iringa	Iringa Rural	11	14
		Iringa municipal	10	12
		Mufindi	6	6 (est)
		Makete	2	2 (est)
		Kilolo	4	4 (est)
		Njombe	2	14
	Mbeya	Mbeya City	15	15
		Mbeya Rural	5	15
	Tanga	Lushoto	4	
		Korogwe	4	11
		Muheza	7	32
		Tanga city	3	3 (est)
		Pangani	0	0
		Handeni	0	0
	Unguja	West	26	46
		Urban	4	10
	Kigoma	Kigoma	2	4 (est)
		Kasulu	1	2 (est)
Water	Morogoro	Morogoro Municipal	15	15 (est)

- 3.4.** The selected sample of GFPs will include at least one male and one female for each region. Applicants should suggest their preferred sampling methods and approaches for this study in their proposals. The sample size will, however, be agreed to with MCA-T in the SBG Study Concept Note. Suggested methods and approaches should be in line with the financial proposals as there may be adjustments after signing of the contract.
- 3.5.** The selected sample of SBGs should reflect representativeness in relation to Sector and SBG Activities, gender of SBG members, types of economic activities implemented by SBGs, type and level of SBGs (beginners, middle or well established).
- 3.6.** Considering sections 3.2 and 3.4 of this TOR, applicants should suggest the scope and scale of data collection that will provide enough information to address the research questions listed in sections 3.8 and 3.13 of this TOR. The final scope and scale of the data collection effort, as well as the timeline for the SBG study will, however, be finalized in the SBG Study Concept Note developed by the Consultant.
- 3.7.** The Consultant shall be solely responsible for the accuracy, analysis and interpretation of all data collected and recommendations in the reports.

3.8. The Consultant will ensure the SBG/GFP study design and subsequent data gathering activities address key economic issues related to the SBGs. The SBG/GFP study will - respond to the following questions:

Question 1: What are the main characteristics of the GFPs and what recommendations do they have for the GIP training?

- Age, gender, income levels, education levels of GFPs
- Start date, size, composition of training
- How were selections of SBGs made?
- What were key challenges/constraints faced?
- What do GFPs think about the sustainability of the GIP training? Will these training continue after MCA-T funding is available?
- Recommendations

Question 2: What are the main characteristics of the SBG and its group members?

- Start date, size, composition
- Age, gender, income levels, education levels, asset ownership, access, control of SBG members
- What are the SBG's economic activities? Profitability?
- Does the gender composition of SBGs matter in terms of results produced by these SBGs (e.g. do mixed, male-only, female-only SBGs do as well/worse/better compared to average SBG performance)?
- What are key challenges/constraints faced?

Question 3: How did the GIP training at the different levels contribute to improvements in SBG skills related to the following topics? What recommendations do participants have to improve the training? The skill training includes:

- Gender
- Access to credit
- Entrepreneurship
- Sanitation and hygiene
- Formalization processes
- Specific Skills like Animal husbandry, poultry, Fisheries, packaging, Business management, Financial record keeping and others.
- Which of the skills they received training on were most used by SBGs after the training, in particular to help increase profits and performance?

Question 4: What impacts does the SBG (both trained and non-trained) anticipate will result from the MCA-T investment (Transport, Energy, Water)? How will SBG members maximize the benefits from the investment? What challenges do they think they will face in order to maximize benefits?

- The consultant will be asked to map SBG responses to the project logic and identify any differences from or gaps in the original project logic
- In the follow up study, this will be revised to ask what actually occurred

Question 5: What is the current level of services available to the SBG with respect to MCA-T investment areas?

- Roads (time to market, cost of transportation, etc.)
- Energy (availability of electricity in schools, hospitals, etc.)
- Water (time spent collecting water, availability of water, etc.)
- To what extent have the SBGs been able to take advantage of the improvements provided by the development work in their areas?
 - List and rank usage of specific positive improvements they've been able to take advantage of
 - Negative impacts of the project introductions that may hinder their success
- To what extent is their access to these services facilitating business operations, cost savings etc?

3.9. The SBG/GFP study outlined in these Terms of Reference pertains to the baseline study only. The study will inform a follow-up, which will take place after Compact projects have been implemented, under a separate contract.

3.10. The Consultant will collaborate with the Independent Evaluators conducting other studies related to Compact projects to ensure that all relevant data points are being collected and that study samples are complementary. To ensure that the consultant's schedule will not be disorganized in case of delays resulting from the independent evaluators, MCA-T will ensure that any independent evaluators collaborating with the consultant do not hold progress of this study.

3.11. In addition, the study will include qualitative data collection for the Energy Sector Projects as detailed in Task 2 Data Gathering. Unlike the SBG/GFP study, the consultant will only be responsible for translation of questionnaires, pilot testing, data collection and data entry for the Energy Sector qualitative activities. The sampling, questionnaire development and analysis will be led by the Independent Evaluator and MCA-T will monitor their progress to ensure compatibility with the SBG study timeline.

3.12. The Energy Sector Qualitative Data Collection will overlap in 8 of the 11 regions: Dodoma, Iringa, Kigoma, Mbeya, Morogoro, Mwanza, Tanga and Unguja.

3.13. The Energy Qualitative Data Collection will seek to answer the following questions:

Question 1: Do the beneficiaries (both women and men) feel their energy usage needs and productive interests are adequately addressed? How do the beneficiaries of these areas use electricity? How has the pattern of their energy use changed?

Question 2: Do beneficiaries feel they have increased access to electricity? Can the beneficiaries identify factors that have helped or hindered the effectiveness of increased

access to electricity? What are their perceptions of quality of service? What challenges did they encounter in trying to take full advantage of electricity?

Question 3: What are the perceived benefits of electricity? Do different segments of community (women, men, children, elderly) perceive the benefits differently? How do beneficiaries of these activities feel that electricity has affected them in key outcome areas (for example, income, health, and education, time allocation)? Were there any unintended effects, either positive or negative, of access to electricity? What are the main appliances purchased by households following electricity introduction? Who are the main users of these appliances and in what ways has this usage affected their time allocation to other tasks (e.g. time savings due to new cooking stove; less time spent studying by children due to new TV)? Who are the owners of any newly purchased appliances (household as a whole, husband, wife)?

Question 4: Are there gender differences in perceived benefits and uses of electricity? How were gender roles affected by access to electricity?

3.14. For the Energy Sector Qualitative Data Collection, the Consultant is expected to conduct semi-structured interviews with key informants, and focus group discussions with different populations of beneficiaries in all eight regions where the Energy Projects are being implemented to capture the changes in patterns of energy use, as well as perceived benefits of the intervention, challenges faced in accessing electricity, and perceptions of quality of service. MCA-T, with input from MCC and MCC's Independent Evaluator, will provide guidelines on sample size and target areas for the qualitative data collection for the evaluation of the T&D activity. The focus group discussions should include separate meetings with women and representatives or relevant women's groups and organizations so that their views are adequately captured. MCA-T will also provide the interview protocols for key informant interviews, and focus group guides to be used in the focus group discussions. The Consultant will be responsible for translating the English language protocols/guides into Kiswahili, pre-testing them, training data collectors to lead the focus groups, and entering data into an electronic file.

4. Description of Service

4.1. Task 1: SBG and GFP Study Design

The Consultant shall:

- 1) Discuss with the MCA-T M&E, Sector Leads, and Gender Specialist, as well as the MCC M&E and Gender Counterparts to gain a better understanding of the objectives and intended outcomes of this activity;
- 2) Become familiar with and review all relevant background documents; This includes a clear understanding of the Compact logic and clearly linking all data collection activities to the indicators included in the project logics and M&E plan;

-
- 3) Hold meetings with relevant external (i.e., non-MCA-T) stakeholders to clarify available data and propose primary data collection needs. The Consultant will be responsible for drafting meeting notes and incorporating feedback into the study design and questionnaire. These meetings must therefore be held early enough in the process to allow the input to be incorporated;
 - 4) Draft and submit a **Study Concept Note** that will at a minimum contain the following:
 - a) Study questions;
 - b) Quantitative and Qualitative Data collection methods and sampling methodology, including proposed sample sizes;
 - c) Indicators/Survey instruments for any proposed qualitative and quantitative data collection methods (ENGLISH only at this stage);
 - d) Data quality control/verification protocol;
 - e) Data Entry Plan (if applicable);
 - f) Analysis Plan;
 - g) Dissemination Plan - includes delivery of Final Report and any other necessary presentations
 - h) Staffing plan – Assess whether or not any additional staff is required;
 - i) Human subjects review and protocol - Includes any required human subjects/ethical clearance for study;
 - j) Schedule of activities, including:
 - i) Primary Data Collection - Pilot Test Plan (if applicable):
 - Detailed timeline for all pilot testing activities in the field;
 - Identified areas where the pilot tests will be conducted, and the language proficiencies needed to conduct the pilot testing in the identified areas;
 - ii) Primary Data Collection - Survey Work Plan (if applicable):
 - Staff resources responsible for the different activities;
 - Schedule of training of enumerators;
 - Field testing of survey instruments; and
 - Complete list of all activities (including start and end dates).
 - Supervision and data quality checks to be put in place; and
 - k) Budget allocation for all subsequent activities for Task 2-6.

The **SBG, GFP Study Concept Note** will be submitted to MCA-T for review. The same report will be shared with MCC. MCA-T will return comments to the Consultant on the Study Concept Note within 2 weeks of receiving it, and the Consultant will submit a revised version within 5 working days of receiving comments¹.

4.2. Task 2: Gather data on SBG, GFP under all MCA-T Sectors and Specific Qualitative Data on the Energy Sector

¹ More than one round of comments may be necessary to finalize the deliverable. This applies to all deliverables.

The consultant shall:

- 1) Collaborate with the MCA-T GIP team (Gender Specialist, M&E, Public outreach) and identify field-based GFPs to support data collection efforts in each of the primary regions
- 2) Recruit any required additional staff for implementation of this task. Please note that the budget should include any costs for the proposed additional support to the activities under the consultancy.
- 3) Develop any required training materials and conduct any necessary training, pilot testing, etc. in accordance with the Study Concept Note;
- 4) Conduct all primary data collection requirements as detailed in the SBG/GFP Study Concept Note;
- 5) Conduct all primary data collection requirements for the Energy Sector Qualitative data collection;
- 6) Conduct all data entry as required for both the SBG/GFP and Energy Sector Qualitative data collection;
- 7) Produce **Monthly Progress Reports** for MCA-T and MCC review summarizing progress made on data collection and extraction, challenges faced and lessons learned.
- 8) Submit the **Final Data Gathering Report** which summarizes all activities, challenges faced and lessons learned during implementation phase. This will include a summary of any deviations from Study Concept Note, summary of sampling and weighting issues, as well as the summary of number of participants and SBGs represented in data collection. The Annexes of the Final Implementation Report will include any necessary training materials and programs, questionnaires and other materials developed for implementation according to the Study Concept Note. MCA-T will provide guidance on an outline for the Final Implementation Report.

4.3. Task 3: Enter SBG, GFP data and Energy Qualitative Data

The consultant shall:

1. Conduct all cleaning to create a clean data set and document in statistical software program;
2. Calculate sampling weights and conduct variance analysis;
3. Produce a complete, clean raw data set;
4. Produce cross-tab tables for key variables. MCA-T will provide specific guidance on which tables to produce but the Consultant is free to propose additional analyses; and
5. Submit a complete set of survey documentation that contains the elements as shown in the table below:

Table 2: Elements of Data Analysis Documentations

Element	Description
Descriptive Statistics	Tables of descriptive statistics for key variables of interest, complemented by brief summary
“Readme” File	A “Readme” file detailing the contents of the data file, listing all included files

	and documenting the purpose and format of each file provided
Do files	Any code files written to convert raw files to analysis files
Codebook	A codebook covering each of the datasets included. This should include variable and value labels, allowing an individual to translate a response on a questionnaire to a value in the appropriate dataset. Variable-specific information should also include type (character or numeric), domain information (population responding to the question), and frequencies (item tallies).
Data sets and any corresponding do files and documentation	Data should be provided as a set of modular datasets corresponding to the survey's major units of observation (e.g., nationalities, households, individuals, etc.). In some cases where privacy protection would prevent merges needed for essential analyses, these pre-merged datasets may also be required. The dataset(s) should reflect any cleaning and data quality reviews conducted. Where subjective data cleaning significantly alters statistical results, an original and a cleaned version should be provided. When the data analysis included the creation of key aggregate variables (such as consumption aggregates), these variables should be included in the dataset.
Qualitative data	Kiswahili and English versions of meeting or interview transcripts should be submitted as well as associated analysis.

4.4. Task 4: SBG and GFP Study Analysis and Dissemination

The consultant shall:

- Analyze and interpret data
- Draft and submit a final **Study Report** that incorporates the comments of MCA-T, MCC, and other stakeholders and that includes the final dataset. An outline of the report will be provided by MCA-T.
- Present key findings to stakeholders in Tanzania.

5. Time and Deliverables Schedule

The Consultancy is expected to require 32 calendar weeks as outlined in Table 3 below:

Table 3: List of Deliverables and their Proposed Due Dates

Item number	Activity	Duration (Calendar Weeks)
1	Design	8
2.	Data Gathering	15
3.	Data Entry	3
3.	Analysis and Report Writing	4
4.	Dissemination	2
	TOTAL	32

Table 4 outlines each deliverable and its due date, and specifications for each deliverable are described below. Please note: all deliverables, including data files, must be submitted in ENGLISH and accepted by MCA-T/MCC.

Table 4: List of Deliverables and their Proposed Due Dates

Item number	Deliverables	Proposed due date
1	Study Concept Note	8 calendar weeks after contract effective date
2a	Monthly Progress Reports	Every calendar month of the consultancy
2b	Final Data Gathering Report	2 calendar weeks following completion of data collection
3a	Final data files, including any transcripts from interviews, codebooks, do files, and corresponding documentation as detailed in Table 2	3 calendar weeks after data collection
4	Final Study Report (based on MCA-T template)	4 calendar weeks after data entry is complete
4	Dissemination presentations and Final Study Report	2 calendar weeks after Final Report is complete

6. Responsibilities

- 6.1.** MCA-T shall provide access to documents and reports that may be required as well as all the necessary logistic arrangements e.g. letter of introduction to project stakeholders.
- 6.2.** The Consultant shall be responsible for all requisite transportation, all accommodation, laptop, translations, communications, equipment, office, staff, insurance costs (as applicable) etc related to the undertaking of their responsibilities under this Contract. No reimbursable costs will be paid. The Consultant will also be responsible for keeping all hard copies of the questionnaires and data until the end of the contract.

7. Qualifications

The qualifications for this consultancy are:

1. A Master's degree in Gender Studies, Economics, Anthropology, Sociology or Similar degree;
2. At least 5 years' experience conducting quantitative and qualitative research,
3. Demonstrable experience conducting qualitative research activities, such as: focus groups, semi-structured interviews;
4. Demonstrable experience with conducting quantitative and qualitative data analysis and dissemination of results for a broad audience.

5. Excellent communication skills and experience in working with a wide range of individuals in government, private sector and civil society;
6. Good written and verbal communication skills in English;
7. Excellent knowledge of statistical analysis software;
8. Demonstrable experience analyzing economic growth and/or poverty reduction strategies in relation to Gender and drawing policy recommendations from analysis; and
9. The assignment requires competence in written and spoken Kiswahili, if the Consultant is not competent in Kiswahili, s/he must propose an acceptable strategy to meet this requirement.

ANNEX B

CONSULTANT'S RATES

[To be provided by the Consultant and to be used in the event that the duration of the Contract is extended by the Client]

ANNEX C**ADDITIONAL PROVISIONS**

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the Contract or in the Compact or related agreements.

MCA-Tanzania is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of MCA-Tanzania and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and MCA-Tanzania shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA-Tanzania, MCC or any

other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, MCA-Tanzania, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding.

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/funding_limitations.pdf

C. Procurement.

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at www.mcc.gov. The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or MCA-Tanzania. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at: www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf

D. Reports and Information; Access; Audits; Reviews.

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to MCA-Tanzania in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by MCA-Tanzania from time to time in order to comply with its reporting requirements arising under the Compact or related documents. The provisions of the Compact that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

2. Access; Audits and Reviews. The Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions

of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at

www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with the Contract. A summary of the applicable requirements may be found on the MCC website at

www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf

E. Compliance with Anti-Corruption Legislation.

The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA-Tanzania, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

F. Compliance with Anti-Money Laundering Legislation.

The Consultant shall ensure that MCC Funding disbursed pursuant to this Contract is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Consultant, MCC, MCA-Tanzania, the Fiscal Agent, the Procurement Agent, or the World Bank.

G. Compliance with Terrorist Financing Statutes and Other Restrictions.

1. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac (ii) on the consolidated list of individuals and

entities maintained by the “1267 Committee” of the United Nations Security Council, or (iii) such other list as [MCA Entity] may request from time to time. For purposes of this provision, “material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. The Consultant shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598. The Consultant shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC’s website at www.mcc.gov. The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA-Tanzania or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA-Tanzania with a copy to MCC.

3. Other restrictions on the Consultant shall apply with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or MCA-Tanzania, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any related agreement or that materially and adversely affects the Program assets or any Permitted Account.

H. Publicity, Information and Marking.

The Consultant shall cooperate with MCA-Tanzania and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, services, and works funded by the United States, acting through MCC; provided, that any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC

from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Consultant shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

I. Insurance.

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Contract. The Consultant shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and MCA-Tanzania shall be named as additional insured's on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works; provided, that at MCC's election, such proceeds shall be deposited in an account as designated by MCA-Tanzania and acceptable to MCC or as otherwise directed by MCC.

J. Conflict of Interest.

The Consultant shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time.

K. Inconsistencies.

In the event of any conflict between this Contract and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

L. Other Provisions

The Consultant shall abide by such other terms or conditions as may be specified by MCA-Tanzania or MCC in connection with this Contract.

M. Flow-Through Provisions.

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (L) above.