

EAST AFRICAN COMMUNITY



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RFP No : EAC/Srvcs/11-12/00020
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REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE EAC DEVELOPMENT FUND RESOURCE MOBILISATION FRAMEWORK

The East African Community (EAC) is a regional organization mandated by the governments of Burundi, Kenya, Rwanda, Tanzania, and Uganda to spearhead the East African economic, social and political integration agenda. The Treaty for the establishment of the East African Community was signed in November 1999 and entered into force in July 2000.

The East African Community (EAC) is in the final stages of establishing a Development Fund. The aim of the Fund is to address among others infrastructural development issues, development imbalances, investment promotion and other development issues in the Partner States for advancement, deepening and acceleration of integration. The establishment of the EAC Development Fund (EACDF) will be one of the several milestones that the EAC has successfully achieved in its integration process.

Key features of the Fund include among others the institutional arrangements of the Fund which include the governance and management of the Fund, the funding modalities for the Fund, the sources of resources for the Fund and the projects and investments to be supported by the Fund.

To finalise the process for the establishment of the Fund, the EAC Council of Ministers Meeting decided that the EACDF should be managed by the East African Development Bank (EADB) as a Special Fund and gave the directive that the EAC Secretariat develop a Management Contract between the EACDF and the EADB and design a Resource Mobilisation Framework for the EACDF. It is envisaged that the Management Contract between the EACDF and the EADB will set the basis for the operationalisation of the EACDF while the Resource Mobilisation Framework is expected to facilitate the mobilization of resources for the EACDF and thereby increase the Funds' capacity to implement its mandate.

The EAC is seeking to engage the services of a lead consultant (individual or firm) to undertake the development of the EACDF Resource Mobilisation Framework. The Consultant should provide a Management Contract between the EAC and the EADB and a Resource Mobilisation Framework as indicated in the Terms of Reference.

EAC now invites eligible consulting firms or individuals, to send proposals for finalizing the consultancy on the proposed Fund indicating the following information that they are qualified to perform the services:

- (i) Corporate profiles including legal status of the lead firm and associates, general

experience information over the last 5 years (including experience in Sub Saharan Africa), the firm's history and overall personnel structure and equipment capabilities;

- (ii) Financial information including audited accounts for the last 3 years, status of assets and liabilities, evidence of being a taxpayer and letter of reference from their bankers;
- (iii) Specific experience in the field of the assignment over the last 5 years to prove technical qualifications and experience;
- (iv) Concise résumés of the consultants' key personnel indicating their academic and professional qualifications and experience
- (v) Consultants may associate to enhance their qualifications. However, association between multiple lead firms expressing interest is not allowed for this consultancy. Procurement of the services will be through competitive bidding in accordance with the EAC procurement rules
- (vi) Authorization letters from the members of the consortium must be signed and attached.
- (vii) You must fill in all the standard forms for both technical and financial proposals as annexed in 5A1 to 5A8 and 5B1 to 5B5 respectively
- (viii) In addition to the Letter of Invitation, the RFP includes the following documents:
 - Section 1 : Information to Consultants (ITC)
 - Section 2 : Proposal Data Sheet (PDS)
 - Section 3 : General Conditions of Contract (GCC),
 - Section 4 : Special Conditions of Contract (SCC),
 - Section 5 : Proposal and Contract Forms
 - Section 6: Terms of Reference (TOR)
- (ix) The bid should be valid for a minimum of 90 days effective from the closing date of bid submission.
- (x) Please note that East Africa Community is not bound to accept the lowest or any bid and evaluation will be conducted in accordance with the East African Community Financial Rules and Regulations, the tender document, and the evaluation grid. The Committee on Contracts decision will be final.

You are required to submit the SEALED bids clearly marked “**REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE EACDF RESOURCE MOBILISATION FRAMEWORK**” accompanied with a non-refundable fee of **USD 100** (one hundred dollars) in Banker's Cheque. The Cheque should be drawn to East African Community Secretariat while the bid should be addressed to:

**The Secretary,
Tender Committee,
East African Community,
5th Floor, AICC Building,
P. O Box 1096, Arusha, Tanzania.**

To reach not later than **11.00 EA am ST, Tuesday 04th October 2011**. Telegraphic, Fax, E-mail submissions will not be accepted. Proposals through courier should clearly indicate the title on the enclosure of the courier package.

If you need more information or clarification, please contact us on + 255 27 250 4253/8 or through E-mail: eacprocurement@eachq.org

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Section 1: Information to Consultants

A. General

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| 1. Scope of Proposal | <p>1.1 The East African Community, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for Consultancy Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.</p> <p>1.2 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>1.3 The successful Consultant will be expected to complete the assignment in accordance within the period indicated in the PDS.</p> <p>1.4 Throughout this RFP:</p> <ul style="list-style-type: none">(a) the term “<i>in writing</i>” means communicated in written form with proof of receipt;(b) if the context so requires, singular means plural and vice versa; and(c) “day” means calendar day. |
| 2. Source of Funds | <p>2.1 The Community has secured funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.</p> <p>2.2 Payments by the Community will only be made in accordance with the terms and conditions of the Agreement.</p> |
| 3. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>3.1 The Community requires that Consultants shall observe the highest standard of ethics and moral integrity during the implementation of the procurement proceedings and the execution of contracts under public funds.</p> <p>3.2 In pursuance of this requirement, the Community shall</p> <ul style="list-style-type: none">(a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and(b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings ;(c) if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund. <p>3.3 Should any corrupt or fraudulent practice of any kind referred to in ITC Clause 3.2 come to the knowledge of the Community, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC Clause 3.1 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any</p> |

communications between the Consultant and the Community related to matters of alleged fraud or corruption shall be in writing

3.4 The Community defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Community or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Community in connection with the procurement proceeding;
- (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Community,
- (c) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Community (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Community of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

3.5 The Consultant shall be aware of the provisions on fraud and corruption stated in GCC Clause 3.

3.6 The Community requires that the Community's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Consultants

4.1 The consultants should come from any State.

4.2 The Consultant has the legal capacity to enter into the contract.

4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 3.1.

4.4 The Consultant is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.

4.5 The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

4.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the Community he/she was working for immediately prior to going on

leave; and (c) the hiring of him/her would not create any conflict of interest.

- 4.7 Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of their Community, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

5. Conflict of Interest

5.1 General

- (a) The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Community's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in Sub Clauses 5.2 to 5.4 below. "COI" shall mean a situation in which a Consultant provides biased professional advice to a Community in order to obtain from that Community an undue benefit for himself or affiliate(s)/associate(s).

5.2 Conflicting Activities

- (a) A firm that has been engaged by the Community to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.3 Conflicting Assignments

- (a) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Community. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Community in the privatization of public assets shall not purchase, nor advise the Community of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

5.4 Conflicting Relationships

- (a) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the

Community's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

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| 6. Eligible Services | 6.1 | All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the PDS. |
| 7. Visits | 7.1 | The Consultant, at the Consultant's own responsibility and risk, is encouraged to visit and examine the East African Partner States and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services. |
| | 7.2 | The Consultant should ensure that the Community is advised of the visit in adequate time to allow it to make appropriate arrangements. |
| | 7.3 | The costs of visiting the East African Partner States shall be at the Consultant's own expense. |

B. Request for Proposal

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| 8. RFP Sections | 8.1 | <p>The Sections comprising the Request for Proposal are listed below.</p> <ul style="list-style-type: none"> • Section 1 : Information to Consultants (ITC) • Section 2 : Proposal Data Sheet (PDS) • Section 3 : General Conditions of Contract (GCC), • Section 4 : Special Conditions of Contract (SCC), • Section 5 : Proposal and Contract Forms <ul style="list-style-type: none"> A. Technical Proposal: Standard Forms B. Financial Proposal: Standard Forms C. Form of Contract D. Appendices • Section 6: Terms of Reference (TOR) |
| | 8.2 | The Community is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Community. |
| | 8.3 | The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal. |
| 9. RFP Clarification | 9.1 | A Consultant requiring any clarification of the RFP shall contact the Community in writing at the Community's address indicated in the PDS. The Community will respond in writing to any request for clarification received at least seven (7) days prior to the dead line for submission of proposals. |
| | 9.2 | The Community shall respond within five (5) working days of receipt |

query.

9.3 Should the Community deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT clause 10.

10. RFP
Amendment

10.1 At any time prior to the deadline for submission of Proposals, the Community, for any reason on its own initiative or in response to a clarification request in writing from a Consultant, may amend the RFP by issuing an amendment.

10.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing through media

10.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the Community may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC Sub-Clause 26.3.

C. Proposal Preparation

11. Proposal:
Only one &
Preparation
Costs

11.1 Consultants, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal.

11.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Community shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

12. Proposal:
Language

12.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS.

13. Proposal:
Documents

13.1 The Proposal prepared by the Consultant shall comprise the following:
(a) Technical Proposal;
(b) Financial Proposal;
(c) documentary evidence establishing the Consultant's eligibility; and
(d) any other document required as stated in the PDS.

14. Proposal:
Preparation

14.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

14.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 15 and 16 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.

14.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 17 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.

- 14.4 All the forms mentioned in ITC Clauses 16.1 and 17.1 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing of which the Proposal may be rejected as being incomplete.
15. Technical Proposal Preparation
- 15.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub-Clause 15.2 to 15.7 inclusive.
- 15.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the Community shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the Community, which must be obtained prior to the submission of a proposal. A short listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the Community. For such cases, the Proposal shall be submitted in the name of the short listed Consultant. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract. Association with international firms is encouraged
- Clarification
- 15.3 The Professional staff-months is indicated in the PDS; however the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.
- 15.4 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
16. Technical Proposal: Format and Content
- 16.1 The Technical Proposal shall provide the following information using the Standard Forms (Section 5A):
- (a) Form 5A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:
 - (b) Form 5A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Community as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or

through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Community.

- (c) Form 5A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Community.
- (d) Form 5A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 5A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 5A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (f) Form 5A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
- (g) Form 5A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the PDS specifies training as a major component of the assignment.
- (i) Any additional information that might be requested in the PDS.

16.2 The Technical Proposal shall not include any financial information.

17. Financial Proposal Format and Content

17.1 The Financial Proposal shall provide the following information using the Standard Forms (Section 5B):

- (a) Form 5B1: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
- (b) Form 5B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
- (c) Form 5B3: being the breakdown of costs against staff remuneration;
- (d) Form 5B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;
- (e) Form 5B5: being the estimate of the local taxes, duties, fees,

levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.

If appropriate, all these costs should be broken down by activity.

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| 18. Taxes | 18.1 East African Community is exempted from payment of all kinds of taxes and duties; however It is the responsibility of the Consultant to be familiar with the relevant laws in Tanzania, and to determine the taxes amounts to be paid, so as to facilitate application of relevant exemptions to that effect. |
| 19. Community Inputs | 19.1 The Community shall: <ul style="list-style-type: none">(a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;(b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and(c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal. |
| 20. Alternative Proposals | 20.1 Unless otherwise stated in PDS, alternative proposals shall not be considered. |
| 21. Proposal Prices | 21.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.

21.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC Clause 40. |
| 22. Proposal Currency | 22.1 All prices shall be quoted in United States Dollars (USD) |
| 23. Proposal Validity | 23.1 Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline date prescribed by the Community.

23.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Community will make its best effort to complete negotiations within this period. |
| 24. Proposal Format and Signing | 24.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 16.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 17.1 and clearly mark them "ORIGINAL".

24.2 The Consultant shall prepare the number of copies as specified in the PDS of the Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

24.3 The original and all copies of the Technical and the original of the Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the |

authorization must be typed or printed below the signature.

- 24.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.

D. Proposal Submission

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| 25. Proposal:
Sealing and
Marking | <p>25.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".</p> <p>25.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL PROPOSAL" and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>25.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:</p> <ul style="list-style-type: none">(a) bear the name and address of the Consultant;(b) be addressed to the Community at the address specified in the PDS;(c) bear the name of the Proposal as specified in the PDS; and(d) Bear a statement "DO NOT OPEN BEFORE 11.00 am E.A ST Tuesday 04th October 2011." The date for opening as specified in the PDS. <p>25.4 If all envelopes are not sealed and marked as required, the Community will assume no responsibility for the misplacement, or premature opening of the Proposal.</p> <p>25.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.</p> |
| 26. Proposal:
Submission
Deadline | <p>26.1 Proposals must be received by the Community at the address specified under ITC Sub-Clause 25.3 no later than the date indicated in the PDS.</p> <p>26.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Community shall, on request, provide the Consultant with a receipt showing the date and time when it's Proposal was received.</p> <p>26.3 The Community may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 11, in which case all rights and obligations of the Community and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| 27. Proposal
Submitted | <p>27.1 Any Proposal received by the Community after the deadline for submission of Proposals, in accordance with ITC Clause 26 shall be</p> |

- Late declared late, will be rejected, and returned unopened to the Consultant.
28. Proposal Modification, Substitution or Withdrawal
- 28.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 24.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITC Clause 25 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION," "SUBSTITUTION," or "WITHDRAWAL;" and
 - (b) Received by the Community prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 26.
- 28.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 28.1 shall be returned unopened to the Consultants.
- 28.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 26.

E. Proposal and Evaluation

29. Technical Proposal Opening
- 29.1 The technical proposals shall be opened at **11.00am EA ST on Tuesday 04th October 2011** half an hour after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 29.2 The Community shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC Clause 35.
- 29.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 27.
30. Confidentiality
- 30.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.
- 30.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the Community.
31. Proposal Clarification
- 31.1 The Community may, in writing, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical Proposals. The response shall be in writing and no change in the substance of the Proposal shall be sought,

offered or permitted.

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| 32. Contacting the Community | 32.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the Community. |
| | 32.2 Any effort by a Consultant to influence the Community in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal. |
| 33. Examination of Conflict of Interest Situation [COI] | 33.1 During the evaluation of the Technical Proposals, the Community shall ascertain that no new Conflict of Interest [COI] situations have arisen since the Consultant was short-listed. If the Community identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal. |
| | 33.2 If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the Community shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected. |
| | 33.3 If a Consultant has been found to mislead the Community by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected. |
| 34. Proposal: Technical Evaluation | 34.1 The Community shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC Sub-Clause 34.2. |
| | 34.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS. |
| 35. Financial Proposal Opening | 35.1 After the technical evaluation is completed, the Community shall open the Financial Proposals for those who have scored the minimum technical marks. |
| | 35.2 The Community shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP |
| | 35.3 Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be recorded. The |

Community shall prepare minutes of the opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.

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| 36. Proposal:
Financial
Evaluation | <p>36.1 The Community will review the detailed content of each Financial Proposal. During the review, the Community will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.</p> <p>36.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the Community will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law.</p> <p>36.3 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Community there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>36.4 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.</p> <p>36.5 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the PDS.</p> |
| 37. Proposal:
Combined
Evaluation | <p>37.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the PDS: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 38 to 42.</p> |
| 38. Proposal:
Negotiation | <p>38.1 Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Community</p> |

may specify.

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| 39. Proposal Negotiation: Technical | 39.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Community and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Community to ensure satisfactory implementation of the assignment. The Community shall prepare minutes of negotiations which will be signed by the Community and the Consultant. |
| 40. Proposal Negotiation: Financial | 40.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts' inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal. |
| 41. Availability of Professional staff/experts | 41.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Community expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Community will require assurances that the Professional staff/experts will be actually available. The Community will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. |
| 42. Proposal Negotiations: Conclusion | 42.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Community and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the Community will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the Community shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the Community to reject all proposals. |

F. Contract Award

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| 43. Contract Award | 43.1 After completing negotiations and after having received the approval to award the Contract, the Community shall award the Contract to the selected Consultant. |
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| 44. Advising Unsuccessful Consultants | <p>44.1 After Contract signature, the Community shall promptly notify the other Consultants that they were unsuccessful. The Community shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.</p> <p>44.2 The Community shall promptly respond in writing to any unsuccessful Consultant who requests the Community in writing to provide a brief statement of the reason (s) its proposal was not selected.</p> |
| 45. Commencement of Services | <p>45.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.</p> |

G. Review of Procurement Decisions

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| 46. Right to Review | <p>46.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Community or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.</p> |
| 47. Time Limit on Review | <p>47.1 The Consultant shall submit an application for review within twenty eight (28) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.</p> |
| 48. Submission of Applications for Review | <p>48.1 Any application for administrative review shall be submitted in writing to the Secretary General.</p> <p>48.2 The application for administrative review shall include:</p> <ul style="list-style-type: none"> a) details of the procurement requirements to which the complaint relates; b) details of the provisions that have been breached or omitted; c) an explanation of how the provisions have been breached or omitted d) documentary or other evidence supporting the complaint where available; e) remedies sought; and f) any other information relevant to the complaint. <p>48.3 The Secretary General shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.</p> |
| 49. Decision by the Head of Procuring Entity | <p>49.1 The Secretary General shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:</p> <ul style="list-style-type: none"> a) whether the application is upheld in whole, in part or rejected; |

- b) the reasons for the decision; and
- c) any corrective measures to be taken;

Section 2: Proposal Data Sheet

1.1	EAC is The East African Community, P.O. Box 1096, Arusha The Method of Selection is Quality and Cost Based Selection (QCBS)	
2.1	The assignment is not phased.	
2.2	The assignment is to be completed within 30 Working Days	
3.1	The source of funds is the Regional Integration Support Programme (RISP)	
4.1	For clarification of proposals the Community 's address is: Attention: Secretary , Tender Committee Address: P.O. Box 1096, Arusha AICC Complex, Kilimanjaro Wing , 5th Floor Telephone: + 255 27 250 4253-8 Facsimile number: + 255 27 250 4255/ 4481 Electronic mail address: eacprocurement@eachq.org	
5.1	The Proposal shall be written in the English language.	
6.1	Mandatory requirement (Eligibility criteria)	YES/NO
	Documents required to be submitted with the Proposal are: - Audited Financial statement for 3 years - Company Profile - Registration details - Business Licence - VAT registration certificate or exemption - Tax Compliance Certificate - Consortium agreement and authorisation letter(Only if relevant)	
7.0 Evaluation Criteria		
Clause	Details	Marks

7.1	The minimum number of professional staff is 3	9
8.0	Understanding of Terms of Reference	
8.1	Demonstrable understanding about Development Funds in or out of the region.	4
8.2	Demonstration of capacity to analyse of data collected at primary and secondary levels	3
8.3	Knowledge of the demonstration of capacity for report writing	3
8.4	Evidence of other similar works performed	4
8.5	Provide a reasoned account why EAC needs this study	2
8.6	Demonstrable ability to link the study and benchmark it with other existing studies.	5
8.7	Proof of possessing an analytical framework for identifying informal trade	10
	Total Marks	31
10.0	Approach, Methodology, and Work Plan.	
10.1	General technical approach and methodology	3
10.2	Understanding of the objective of the assignment	3
10.3	Work Plan	
10.4	Main activities of the assignment	3
10.5	Content and duration	2
10.6	Delivery dates of the reports	2
10.7	Organisation and staffing	2
	Total Marks	15
11.1	Experience on relevant studies/projects indicating all the details shown on form 5A2 including assignment name, country, assignment location, Name of the client, Professional staff provided by your organisation, Start date, Completion date, Name of associated consultants, brief description of the project.(one project 2 marks)	15

12.1	The consulting firm will be required to have a team comprising of a Regional Financial Expert, Regional Development Expert, Regional Development Funds Expert and a Legal Expert.	10
13.1	Relevant experience of professional staff should include the following: • Experience in working with Regional Economic Communities in economic development and regional integration • Experience in undertaking resource mobilization assignments	10
14.0	Experience in the Region	
14.1	• Lead Consultant- Minimum 10 years	6
14.2	• 1st Expert- Minimum 5 years	2
14.3	• 2nd Expert - Minimum 5 years	2
	Total	10
	Total Points :	100
	The minimum Technical Score St required to pass is: 70 Points	
15.1	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.	
15.2	The weights given to the Technical and Financial Proposals are: T = 0.70 and P = 0.30	
16.1	The address for contract negotiations is: P.O. Box 1096, Arusha. AICC Complex, Kilimanjaro Wing , 5th Floor	
17.1	One day stake holder workshop attracting a group of members from Partner States not exceeding 50 people	

17.2	The Reimbursable expenses shall be the following: (1). A per diem allowance in respect to Personnel of the Consultant for every day in which the Personnel shall be absent from the home office. (2). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3). Expenses related to field work, consultations and disseminations shall be covered by EAC Secretariat directly or reimbursed when Consultant incurs expenditure in advance for the related activities. (4). cost of printing and dispatching of the Reports to be produced for the Services; (5). The cost of one day stakeholder workshop, provide details of the workshop
17.3	For purposes of the workshop the EAC will provide the following inputs and facilities: • Administrative support • Venue for the stakeholder workshop • Any other requirement relating to the stakeholder workshop
18.1	The assignment is expected to commence immediately after signing off the contract.
19.1	Proposals must remain valid for a minimum of 90 days after the submission date.
20.1	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal and [4] of copies of the Technical Proposal.
21.1	The Proposal submission address is: Secretary , Tender Committee Address: P.O. Box 1096, Arusha. AICC Complex, Kilimanjaro Wing , 5th Floor
22.1	Proposals must be submitted no later than 11.00 am EA Tuesday 04th October 2011.

Section 3. General Conditions of Contract

A. General

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The **"Community"** is the party named in the SCC who engages the Consultant to perform the Services.
 - (b) **"Completion"** means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (c) The **"Completion Date"** is the date of actual completion of the fulfilment of the Services.
 - (d) The **"Consultant"** is the organisation whose proposal to perform the Services has been accepted by the Community and is named as such in the SCC and the Contract Agreement.
 - (e) **"Contract Agreement"** means the Agreement entered into between the Community and the Consultant together with the Contract Documents.
 - (f) **"Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.
 - (g) **"Day"** means calendar day.
 - (h) **"EAC"** East African Community
 - (i) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to GCC Clause 18.
 - (j) **"GCC"** mean the General Conditions of Contract.
 - (k) The **"Intended Completion Date"** is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
 - (l) **"Member"** means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and **"Members"** means all these entities.
 - (m) **"Month"** means calendar month
 - (n) **"Party"** means the Community or the Consultant, as the case may be, and **"Parties"** means both of them. Third party means any party other than Community as Consultant.
 - (o) **"Personnel"** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; and **"Key Personnel"** means the Personnel referred to in GCC Sub Clause 24.1.
 - (p) **"Reimbursable expenses"** means all assignment-related costs other than Consultant's remuneration.
 - (q) **"Remuneration"** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
 - (r) **"SCC"** means the Special Conditions of Contract.

- (s) **Secretary Generals-** Means the Secretary General of the East African Community.
- (t) **"Services"** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
- (u) **"Sub-Consultant"** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (v) **"Third Party"** means any person or entity other than the Government, the Community, the Consultant or a Sub-Consultant.
- (w) **"Writing"** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission..

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| 2. Contract Documents | 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. |
| 3. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>3.1 The Community as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.</p> <p>3.2 In pursuance of this requirement, the Community shall:</p> <ul style="list-style-type: none"> (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; <p>if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.</p> <p>3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Community, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Community related to matters of alleged fraud or corruption shall be in writing.</p> <p>3.4 The Community defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) <i>"corrupt practice"</i> means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Community or other governmental/private authority or any individual a gratuity in any form, an employment or any other |

thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Community in connection with the procurement proceeding;

- (b) "*fraudulent practice*" means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a contract to the detriment of the Community,
- (c) "*collusive practice*" means a scheme or arrangement among two and more Consultants with or without the knowledge of the Community (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Community of the benefits of free, open and genuine competition; and
- (d) "*coercive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

4. Interpretation

4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 Entire Agreement

- (a) The Contract constitutes the entire agreement between the Community and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

4.3 Amendment

- (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4 Non-waiver

- (a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

	4.5	Severability	(a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
	4.6	Phased completion	(a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).
5. Documents Forming the Contract and Priority of Documents	5.1	The following documents forming the contract shall be interpreted in the following order of priority:	(a) The Contract Agreement; (b) The Special Conditions of Contract (SCC); (c) The General Conditions of Contract (GCC), (d) The Appendices (1 to 6).
6. Eligibility	6.1	The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.	
7. Governing Language	7.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Community shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.	
	7.2	The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.	
8. Applicable Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of the United Republic of Tanzania.	
9. Contractual Ethics	9.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.	
10. Joint Venture, Consortium or Association (JVCA)	10.1	If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Community for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the	

Community.

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

B. Commencement, Completion and Modification of Contract

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| 18. Effectiveness of Contract | 18.1 | The Contract shall come into force and effect on the date (the "Effective Date") of the Community's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 19. Termination of Contract for Failure to | 19.1 | If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) |

Become Effective		days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services	20.1	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
21. Expiration of Contract	21.1	Unless terminated earlier pursuant to GCC Clauses 51 to 54 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
22. Modifications or Variations	22.1	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Clause 44.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
C. Consultant's Personnel and Sub-Consultants		
23. General	23.1	The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
24. Description of Personnel	24.1	The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3.
25. Approval of Personnel	25.1	The Community hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. Except as the Community may otherwise agree, no changes shall be made in the Key personnel.
26. Working Hours, Overtime, Leave	26.1	Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.
	26.2	The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items.
27. Removal and/or Replacement of Personnel	27.1	If the Community:
	(a)	finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
	(b)	has reasonable cause to be dissatisfied with the performance of any of the Personnel,
		then the Consultant shall, at the Community's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Community.

27.2 In the event that any personnel is found by the Community to be incompetent or incapable of discharging the assigned duties, the Community may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Community, or to resume the performance of the Services itself.

D. Obligations of the Consultant

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| 28. Standard of Performance | 28.1 The Consultant shall: <ul style="list-style-type: none">(a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices;(b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Community, and(c) at all times support and safeguard the Community's legitimate interests in any dealings with Sub Consultants or Third Parties. |
| 29. Law Governing Services | 29.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law. |
| 30. Conflict of Interests | 30.1 The Consultant shall hold the Community's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| 31. Consultant Not to Benefit from Commissions, Discounts | 31.1 The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder. |
| 32. Consultant and Affiliates not to Engage in Certain Activities | 32.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services. |
| 33. Prohibition of Conflicting Activities | 33.1 The Consultant shall not engage, either directly or indirectly, in any business or professional activities in Tanzania that would conflict with the activities assigned to them under this Contract. |
| 34. Liability of the Consultant | <p>34.1 The Consultant shall be responsible for, and shall indemnify the Community, in respect of loss of or damage to equipment and materials furnished by the Community, or purchased by the Consultant in whole or in part with funds provided by the Community.</p> <p>34.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.</p> <p>34.3 The Consultant shall indemnify the Community from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on,</p> |

incurred by or asserted against the Community during or in connection in the Services by reason of:

- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
- (b) plagiarism or alleged plagiarism by the Consultant.

34.4 The Consultant shall indemnify, protect and defend at their own expense the Community, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 28 provided, however, that the ceiling on the Consultant's liability under GCC Clause 28 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct.

34.5 In addition to any liability the Consultant may have under GCC Clause 28, the Consultant shall, at their own cost and expense, upon request of Community, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 28.

35. Insurance to be taken out by the Consultant

35.1 The Consultant shall:

- (a) take out and maintain, at it's own cost, but on terms and conditions approved by the Community, insurance against the risks, and for the coverage specified in the SCC, and
- (b) at the Community's request, shall provide evidence to the Community showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

36. Accounting, Inspection and Auditing

36.1 The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof; and
- (b) periodically permit the Community or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Community, if so required by the Community as the case may be.

36.2 The Consultant shall furnish the Community such information relating to the Services as the Community may from time to time reasonably request.

37. Reporting Obligations

37.1 The Consultant shall submit to the Community the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition

to the hard copies specified in the said Appendix.

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| 38. Proprietary Rights on Documents Prepared by the Consultant | 38.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Community under this Contract shall become and remain the absolute property of the Community, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Community. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC. |
| 39. Proprietary Rights on Equipment and Materials Furnished by the Community. | 39.1 Equipment, tools and materials made available to the Consultant by the Community, or purchased by the Consultant wholly or partly with funds provided by the Community, and shall be handed over to the Community on termination or expiration of the Contract, or may be disposed of in accordance with the Community's instructions. |

E. Obligations of the Community

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| 40. Assistance and Exemptions | 40.1 The Community shall provide to the Consultant any such assistance as may be specified in the SCC and that may be necessary or appropriate for the prompt and effective implementation of the Services. |
| 41. Services, Facilities and Property of the Community | 41.1 The Community shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A. |
| 42. Counterpart Personnel | 42.1 The Community shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Community with the Consultant's advice, if specified in Appendix 5B to the contract. |
| 43. Community's Representative | 43.1 The Authorised Representative from the Community as specified in GCC Sub-Clause 16.1 shall be the Community's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliveries by the Community. |

F. Payments to the Consultants

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| 44. Cost Estimate of Services: Ceiling Amount | 44.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract. This includes Remuneration as set forth in GCC Sub-Clause 45.1, and Reimbursable Expenses as set forth in GCC Sub-Clause 45.2. |
| | 44.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 44.3, payments under this Contract shall not exceed the ceiling specified in the SCC. |
| | 44.3 Notwithstanding GCC Sub Clause 44.2 hereof, if pursuant to any of the GCC Clauses 40 or 42, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not |

envisaged in the cost estimate referred to in GCC Sub-Clause 44.1, the ceiling set forth in GCC Sub-Clause 44.2 shall be increased by the amount of any such additional payments.

45. Remuneration and Reimbursable Expenses

45.1 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services at the rates agreed and specified in Appendix 6 to the Contract and subject to price adjustment, if any, as specified in the SCC. Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).

45.2 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.

46. Terms and Conditions of Payment

46.1 All payments under this Contract shall be made in United States Dollars (USD) to the account of the Consultant specified in the SCC.

The payments of consultancy fee shall be in accordance with the following schedule:

- (a) 10% of the total sum upon signature of the Agreement provided that this is against a 10% bank guarantee;
- (b) 20% the total sum upon submission and approval of an inception report;
- (c) 20% of the total sum upon submission and acceptance of interim progress report first status within an agreed number of days.
- (d) 30% of the total sum upon submission and acceptance of the final report within an agreed number of days.
- (e) 20% of the total sum upon submission and approval of the study on the informal cross Border I trade

46.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the Contract, may be charged to the contingency, provided for only if such expenditures were approved by the Community prior to being incurred

46.3 The Community shall pay the Consultant within a number of days specified in the SCC after the receipt by the Community of such invoices with supporting documents.

46.4 If the Community has delayed payments beyond forty-five (45) days after the due date, Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

46.5 Payments in respect of the Services shall be made as specified in GCC Clauses from 47-49 inclusive.

46.6 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Community may add or subtract the difference from any subsequent payments.

- 46.7 With the exception of the final payment under GCC Clause 49, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
47. Advance Payment
- 47.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:
- (a) remain effective until the Advance Payment has been fully offset; and
 - (b) be in the format as shown in Appendix 7.
- 47.2 The Advance Payment will be offset by the Community in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.
48. Interim Payments
- 48.1 After the end of each calendar month during the period of the Services, the Consultant shall submit to the Community, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 47 to 49 for such month. The Community shall effect payments within the period specified in GCC Sub-Clause 46.3.
49. Final Payment
- 49.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Community. If the Community notifies any deficiencies in the Services, the final report or the final statement, the Consultant shall promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Community.
- 49.2 Any amount paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Community, provided that such claim is lodged within six (6) months after the acceptance of the final report.
50. Suspension of Payments
- 50.1 The Community may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Termination and Settlement of Disputes

51. Termination for Default
- 51.1 The Community or the Consultant, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- 51.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations under the Contract;
 - (b) If the Consultant submits to the Community a statement which has a material effect on the rights, obligations or interests of the Community and which the Consultant knows to be false;
 - (c) If the Consultant, in the judgment of the Community, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;
 - (d) If the Consultant or the Community fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 57.2;
 - (e) If the Community fails to pay any money due to the Consultant pursuant to this Contract and not subject to; or
 - (f) If the Consultant or the Community fails to perform any other obligation under the Contract.
52. Termination for Insolvency
- 52.1 The Consultant may at any time terminate the Contract by giving notice to the other party if the Consultant becomes bankrupt or otherwise insolvent or goes into liquidation other than for reconstruction or amalgamation.
53. Termination for Convenience
- 53.1 The Community, by notice sent to the Consultant, may in its sole discretion, and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience.
54. Termination because of Force Majeure
- 54.1 The Community and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty eight (28) days.
- 54.2 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government

agencies.

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| 55. Cessation of Services | 55.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 51 to 54, 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. |
| 56. Payment upon Termination | <p>56.1 Upon termination of the Contract pursuant to GCC Clauses 51 to 54, the Community shall make the following payments to the Consultant:</p> <ul style="list-style-type: none">(a) remuneration pursuant to GCC Sub-Clause 45.1 for Services satisfactorily performed; and(b) Reimbursable expenditure pursuant to GCC Sub-Clause 45.2 for expenditures actually incurred. |
| 57. Settlement of Disputes | <p>57.1 <u>Amicable Settlement</u></p> <ul style="list-style-type: none">(a) The Community and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. <p>57.2 <u>Arbitration</u></p> <ul style="list-style-type: none">(a) If the dispute cannot be settled amicably the same may be settled through arbitration in accordance laws of the Community's Country. |

Section 4: Special Conditions of Contract

1.1 (a)	The Client is <i>[name, address and name of authorized representatives]</i>
1.1 (b)	The Consultant is <i>[Name, address and name of authorized representatives]</i>
1.1 (c)	The Intended Completion Date is <i>[enter date]</i>
2.1	The assignment is to be completed in the following phases: "None",
3.1	Non- eligible countries are : None
4.1	The governing language shall be English
5.1	The addresses for <u>Communications and Notices</u> are: Community : Attention : Facsimile : E-mail : Consultant : Attention : Facsimile : E-mail :
6.1	The Member in Charge is <i>[insert name of member]</i>. Note: <i>If the Consultant consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 11 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.</i>

6.2	The Authorised Representatives are: For the Community : For the Consultant :
7.1	The effectiveness conditions are the following: <i>[insert conditions]</i> Note: List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by Community of advance payment guarantee (see Clause GCC 53. If there are no effectiveness conditions, then state so above.
8.1	The time period shall be <i>[insert time period, e.g.: four months]</i> .
9.1	The time period shall be <i>[insert time period, e.g.: four months]</i> .
10.1	The time period shall be <i>[insert time period, e.g.: twelve months]</i> .
11.1	The ceiling on Consultant's liability shall be limited to <i>[insert amount]</i>
12.1(a)	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i>; (b) Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i>; (c) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i>; (d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <i>[delete what is not applicable]..</i>

13.1	Note: If there is to be no restriction on the future use of these documents by either Party, then state so above. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used: "The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Community". "The Community shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant." "Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party."
14.1	<i>Note: List here any assistance to be provided by the Community. If there is no such other assistance, then state "None".</i>
14.2	The ceiling is: <i>[insert amount]</i>
15.1	The prices charged for the Services provided shall be fixed for the duration of the Contract/adjustable in accordance with the price adjustment formula detailed below. <i>[delete as appropriate]</i> Note: In order to adjust the remuneration for inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract. Remuneration should be adjusted by using the corresponding index applicable in Tanzania. To adjust the remuneration for foreign and/or local inflation, a price adjustment provision shall be included in the contract if its duration is expected to exceed 18 months. Exceptionally, contracts of shorter duration may include a provision for price adjustment when local or foreign inflation is expected to be high and unpredictable. A sample provision is provided below for guidance: "Payments for remuneration made in accordance with GCC Clause 51.1 shall be adjusted as follows: Remuneration paid pursuant to the rates set forth in Appendix F to the Contract shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> calendar month after the date of the Contract) by applying the following formula:

	$R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \text{\{or\}} \quad R_l = R_{l_0} \times \left[0.1 + 0.9 \frac{I_l}{I_{l_0}} \right]$ where R_l is the adjusted remuneration, R_{l_0} is the remuneration payable on the basis of the rates set forth in Appendix F, I_l is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, I_{l_0} is the <i>Consumer Price Index (All Urban, as published by the Tanzania Bureau of Statistics on a regular basis, for the month of the date of the Contract"</i>.
15.2	The Reimbursable expenses are set forth in Appendix 6 to the Contract
16.1	The Community shall effect payment within <i>[insert number of days]</i> days.
17.1	The interest rate is <i>[insert rate]</i>. <i>[The interest rate shall be normally 1% above the lending rate of scheduled banks in Tanzania]</i>
18.1	The following provisions shall apply to the advance payment and the advance payment guarantee: (1) An advance payment <i>[insert amount]</i> in United States Dollars (US\$) shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Community in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.
19.1	The number of months for which the Advance payment will be offset is <i>[insert number]</i> months.
20.1	The place of Arbitration is <i>[state place]</i> .

Section 5: Proposal & Contract Forms

5A. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

- 5A1 Technical Proposal Submission Form
- 5A2 Consultant's Organization and Experience
 - a. Consultant's Organization
 - b. Consultant's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Community
 - a. On the Terms of Reference
 - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 5A1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Community]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy]².

We hereby declare that all the information and statements made in this Proposal are true and accept that the any misinterpretation contained I it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 19.1 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 18.1 of the Proposal Data Sheet.

We also confirm that our Government of..... (state your government) has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

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

We remain,

Yours sincerely,

Authorised Signature [in full and initials]	
Name and title of Signatory	
Name of Firm	
Address	

² [Delete in case no association is foreseen.]

Form 5A2 Consultant's Organization and Experience

Consultant's Organisation

[Provide here a brief description (maximum two pages) of the background and organization of the Consultant]

Consultant's Experience

**Major Work Undertaken during the last Five Years that best
Illustrates Qualifications**

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

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

Firm's Name:	
Authorised Signature:	

**Form 5A3 Comments and Suggestions on the Terms of Reference and on Counterpart
Staff and Facilities to be Provided by the Community**

On the Terms of Reference

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

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Community according to Clause Reference 17.3 of the Proposal Data Sheet.]

Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

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

- *Technical Approach and Methodology,*
 - *Work Plan, and*
 - *Organization and Staffing.*
- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Community), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Community and other institutions involved in the project also should be provided.]

Form 5A5 Work Schedule

N°	Activity ¹	Months ²												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Community approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart. Months are counted from the start of the assignment.

Form 5A6 Team Composition and Task Assignments

i) Professional Staff				
Name of Staff	Firm/Organisation	Area of Expertise	Position Assigned	Task Assigned

Form 5A7 Staffing Schedule1

N°	Name of Staff	Staff-month input by month ¹													Total staff-month input		
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total
1																	
2																	
3																	
n																	
											Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH				
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION:	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading	Writing
		e.g. English	Fluent	Excellent	Excellent
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i> <i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>			
	<i>[starting with position list in reverse order <u>every employment held and state the start and end dates of each employment</u>]</i>				
	EMPLOYER 1	FROM:	TO:		
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>		
	EMPLOYER 2	FROM:	TO:		
	EMPLOYER 3	FROM:	TO:		

EMPLOYER 4 (etc)	FROM:	TO:
11 WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>	

12. CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
 [Signature of staff member or authorized representative of the staff]
 Day/Month/Year

Full name of authorized representative: _____

5B. Financial Proposal - Standard Forms

[Forms 5B1 to 5B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 17 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]

5B1	Financial Proposal Submission Form
5B2	Summary of Costs
5B3	Breakdown of Staff Remuneration
5B4	Breakdown of Reimbursable expenses
5B5	Breakdown of Taxes

Appendix: Financial Negotiations – Breakdown of Remuneration Rates

Form 5B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Community]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 19.1 of the Proposal Data Sheet.

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

Name and Address of Agents	Amount	Purpose of commission or gratuity
----------------------------	--------	-----------------------------------

We also declare that the Government of (state your government)....., has not declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 3).

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

Signed

In the capacity of:

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

Date:

Form 5B2 Summary of Costs

Cost Component	Costs
Staff Remuneration (1)	
Reimbursable Expenses (1)	
Sub-Total	
Local Taxes (1)	

1# Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3, 5B4 and 5B5.

Form 5B3 Breakdown of Staff Remuneration

Name ¹	Position ²	Staff-month Rate ³	Input ³ (Staff- months)	[Indicate Sub Cost for each staff] ⁴
Staff				
		Head Office		
		Field		
Total Costs				

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Positions must coincide with the ones indicated in Form 5A7.
- 3 Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
- 4 For each staff indicate the remuneration. Remuneration = Staff-month Rate x Input.

Form 5B4 Breakdown of Reimbursable Expenses

N°	Description ¹	Unit	Unit Cost ²	Quantity	[Indicate sub cost for each item] ³			
	Per diem allowances	Day						
	Travel expenses	Trip						
	Expenses related to field work, consultations and disseminations							
	Cost of printing and dispatching of the							
	Other transportation							
	Others (specify)							
Total Costs								

- 1 Delete items that are not applicable or add other items according to Clause 17.3 of the Proposal Data Sheet.
- 2 Indicate unit cost.
- 3 Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

Form 5B5 Breakdown of Taxes

Sl. No.	Description1	Unit	Unit Cost 2	Quantity	[Indicate cost for each item] 3			

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

5C. Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the *[insert day]* day of the month of *[insert month]*, *[insert year]*, between, on the one hand, *[insert name of Community]* (hereinafter called the "Community") and, on the other hand, *[insert name of Consultant]* (hereinafter called the "Consultant").

[Note: *If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Community") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Community for all the Consultant's obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the "Consultant").]*

WHEREAS

- (a) the Community has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Community that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Community has received a credit/ loan/ grant from *[insert name of development partner]* towards the cost of the services under this Contract, it being understood (i) that payments by the development partner will be made only at the request of the Community and upon approval by the development partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Community. *[delete this Clause if not applicable]*.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
 - (a) The Form of Contract;
 - (b) The Special Conditions of Contract (SCC);
 - (c) The General Conditions of Contract (GCC),
 - (d) The Appendices (1 to 7).

[Note: *If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix]*

- Appendix 1: Description of the Services
- Appendix 2: Reporting Requirements
- Appendix 3: Personnel and Sub Consultants
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Community
- Appendix 6: Cost Estimates
- Appendix 7: Form of Bank Guarantee for Advance Payment

2. The mutual rights and obligations of the Community and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Community shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Community]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

5D. Appendices

Appendix 1 Description of the Services

This Appendix will include the final Terms of Reference worked out by the Community and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Community, etc.

Appendix 2 Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix 3 Key Personnel and Sub Consultants

List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in C-1. Support staff are not encouraged.

Appendix 4 Hours of Work for Key Personnel

List here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

Appendix 5 Duties of the Community

List under:

- 5A Services, facilities and property to be made available to the Consultant by the Community.
- 5B Professional and support counterpart personnel to be made available to the Consultant by the Community.

Appendix 6 Cost Estimates

List hereunder cost estimates:

- A. Monthly rates for Personnel (Key Personnel and other Personnel)
- B. Reimbursable expenses:
 - 1. Per diem allowances.
 - 2. Travel expenses.
 - 3. Printing of documents specified in Appendices A and B hereof.
 - 4. Acquisition of specified equipment and materials to be paid for by the Community (including transportation).
 - 5. Other items not covered in the foregoing.

Appendix 7

Bank Guarantee for Advance Payments

Contract No:

Date:

To:

[Name and address of Community]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Consultant]* (hereinafter called "the Consultant") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract") for the supply of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to your Special Conditions of Contract Clause 47.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 6: Terms of Reference

CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE EAC DEVELOPMENT FUND (EACDF) RESOURCE MOBILISATION FRAMEWORK

1. BACKGROUND

The East African Community (EAC) is in the final stages of establishing a Development Fund. The aim of the Fund is to address among others infrastructural development issues, development imbalances, investment promotion and other development issues in the Partner States for advancement, deepening and acceleration of integration. The establishment of the EAC Development Fund (EACDF) will be one of the several milestones that the EAC has successfully achieved in its integration process.

Key features of the Fund include among others the institutional arrangements of the Fund which include the governance and management of the Fund, the funding modalities for the Fund, the sources of resources for the Fund and the projects and investments to be supported by the Fund.

To finalise the process for the establishment of the Fund, the EAC Council of Ministers Meeting decided that the EACDF should be managed by the East African Development Bank (EADB) as a Special Fund and gave the directive that the EAC Secretariat develop a Management Contract between the EACDF and the EADB and design a Resource Mobilisation Framework for the EACDF. It is envisaged that the Management Contract between the EACDF and the EADB will set the basis for the operationalisation of the EACDF while the Resource Mobilisation Framework is expected to facilitate the mobilization of resources for the EACDF and thereby increase the Funds' capacity to implement its mandate.

The EAC Secretariat therefore requires the services of a team of Consultants to develop the above instruments.

2. SCOPE OF WORK

The Consultant (s) will be expected to undertake the following tasks:

- (i) Develop a Management Contract between the EACDF and the EADB;
- (ii) Design an EACDF Resource Mobilization Framework

Specifically the Consultant (s) will be expected to:

- (i) Develop the terms, conditions and obligations of the Management Contract; this will include among others the management structure, accounting arrangements, auditing arrangements, reporting etc. between the Fund and the Bank;
- (ii) Review the current resource situation and identify resource gaps;
- (iii) Determine the mode and projections of contributions by the EAC Partner States into the Fund;
- (iv) Identify and research on different resource providers;
- (v) Provide different resource mobilisation mechanisms.

3. METHODOLOGY

The Consultant(s) will undertake this assignment through desk research and reviews, access to relevant information through useful websites in the region and outside, liaison with the EAC Secretariat and the EADB and consultations with the EAC Partner States, development partners and private sector associations.

4. DELIVERABLES

On completion of the assignment, the Consultant (s) should submit to the EAC Secretariat:

- (i) A Management Contract between the EACDF and the EADB.
- (ii) An EACDF Resource Mobilisation Framework;

5. DURATION AND TIMETABLE

The Consultancy is expected to be completed in a period of approximately **30 days**.

6. THE CONSULTANT (S)

The Consultancy will be carried out by an International Financial Consultant (s) with experience in working with Regional Economic Communities in economic development and regional integration and experience in undertaking resource mobilization assignments. The consulting firm will be required to have a team comprising of a Regional Development Expert, a Regional Development Funds Expert and a Legal Expert. Consultants from the EAC, COMESA, IOC and IGAD, ACP regions are eligible.

7. MODE OF APPLICATION:

Interested consultancy firms meeting the above mentioned conditions are requested to submit their proposals in a sealed envelope clearly marked "**Request for Proposals for the Development of the EAC Development Fund Resource Mobilisation Framework**" to the address below:

**THE SECRETARY,
TENDER COMMITTEE
EAST AFRICAN COMMUNITY SECRETARIAT
5TH FLOOR, AICC BUILDING
P.O. BOX 1096
ARUSHA TANZANIA**

Closing dates for receiving the "Expression of Interest" is **Tuesday 04th October 2011 by 11.00 am EA ST.**