EAST AFRICAN COMMUNITY

REQUEST FOR PROPOSALS

FOR

PROVISION OF CONSULTANCY SERVICES TO DEVELOP THE 2ND EAST AFRICAN COMMUNITY COMPETITION AUTHORITY STRATEGIC PLAN FOR PERIOD 2025/26 - 2029/30.

Request for Proposals No. EAC/SRVS/24-25/037

Issued on: 16th December, 2024

EAST AFRICAN COMMUNITY

Our Ref: **EAC/SRVS/24-25/037**

Date: 16th **December, 2024**

Dear Madam/Sir,

REQUEST FOR TECHNICAL AND FINANCIAL PROPOSALS FOR THE PROVISION OF CONSULTANCY SERVICES TO DEVELOP THE 2ND EACCA STRATEGIC PLAN FOR PERIOD 2025/26 - 2029/30.

1. The East African Community (EAC) is the regional intergovernmental organization comprised of the Republic of Burundi, Democratic Republic of Congo, Republic of Kenya, Federal Republic of Somalia, Republic of South Sudan, Republic of Rwanda, Republic of Uganda and the United Republic of Tanzania . The Treaty for Establishment of the East African Community was signed on 30th November 1999 and entered into force on 7th July 2000.

2. The principles that govern the practical achievement of the Community's objectives provide for people-centred and market-driven integration. This resonates with the drive to enhance intra-EAC trade and investment, hence increasing productivity, employment generation, and access to a range of products at low prices necessary to enhance the standard of living.

3. The 1st East African Community Competition Authority (EACCA) Strategic Plan covered a period of five (5) years running from 2019/20 -2023/24. This Strategic Plan focused on building the infrastructure of the institution, guided by the following strategic thematic areas: establishment of a competition rrecord through the prioritized implementation of the Act; building a functional independence of the EACCA in practice; and mobilization of rresources to sustain the prioritized implementation of the East African Community Competition Act, 2006 (Act). The overall objective of this consultancy is to develop the 2nd East African Community Competition Authority Strategic Plan for 2025/26 - 2029/30.

4. The EAC now invites proposals to provide the following consulting services (hereinafter called "Services") Consultancy Services for the Development of the 2nd Strategic Plan for the East African Community Competition Authority (EACCA) for the Period 2025/26 - 2029/30".

5. More details on the Services are provided in the Terms of Reference (Section 4).

6. This Request for Proposals (RFP) is open to consultancy firms that can undertake this assignment. Interested Firms shall have to be scrutinised on the preliminary requirements that are applicable at the Expression of Interest before the technical assessment.

7. A firm will be selected under Quality and Cost Based Selections (QCBS) procedures as described in this RFP, in accordance with the policies of the EAC

8. The RFP includes the following documents:

   - Section 1: Information to Consultancy firms (ITC)
   - Section 2: Proposal Data Sheet (PDS)
   - Section 3: Proposal Forms
   - Section 4: Terms of Reference (TOR)
   - Section 5: Draft Contract

9. You may obtain further information from East African Community (EAC) at the address given below from 8.30a.m to 12.30p.m and 2.30p.m to 4.00p.m.

10. No liability will be accepted by EAC for loss or late delivery.

11. Sealed technical and financial Proposals must be delivered to the address below at or before **11.00 am on Tuesday, 28th January 2025**.

12. Address Proposals must be delivered to:

    The Secretary, General
    East African Community Headquarters
    EAC Close, off Barabara ya Afrika Mashariki
    P. O. Box 1096
    Arusha, TANZANIA
    Telephone Number: +255 27 2162100 OR +255 27 2504253/8;
    Fax Number: +255 27 2162190 OR +255 27 2504255
    Attention; Procurement Unit
    E-mail: eacprocurement@eachq.org

13. Details on the proposal's format, submission date, time and address are provided in Clauses16, 17 and 26.1 of the ITC. The detailed bid notice and proposal are available at the Entity's website at **www.eac.int** under procurement/consultancies

Yours sincerely,

James Chol Deng Nuer
Procurement Officer

For; **Secretary General**

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Section 1: Information to Consultancy firms

A. General

1. Scope of Proposal

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.

1.2 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultancy firm.

1.3 The successful Consultancy firm will be expected to complete the assignment in accordance within the period indicated in the PDS.

1.4 Throughout this RFP:

(a) the term *"in writing"* 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

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.

2.2 Payments by the Community will only be made in accordance with the terms and conditions of the Agreement.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The Community requires that Consultancy firms 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.

3.2 In pursuance of this requirement, the Community shall

(a) exclude the Consultancy firm from participation in the procurement proceedings concerned or reject a proposal for award; and

(b) declare the Consultancy firm ineligible for a stated period of time, from participation in procurement proceedings;

if it, at any time, determines that the Consultancy firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

3.3 Should any corrupt or fraudulent practice of any kind referred

to in ITC Clause 3.2 come to the knowledge of the Community, it shall, in the first place, allow the Consultancy firm to provide an explanation and shall, take actions as stated in ITC Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultancy firm concerned. Any communications between the Consultancy firm 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 Consultancy firms 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 Consultancy firm 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 Consultancy firms

4.1 The consultancy firms should come from any State. However, due to the nature of the assignment, firms that demonstrate multi-country (EAC) representation in their consulting team will have an added advantage.

4.2 The Consultancy firm has the legal capacity to enter into the contract.

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

5. Conflict of Interest

5.1 *General*

(a) The Consultancy firm (including any of his affiliates/associates), in deference to the requirements that the Consultancy firm 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 Consultancy firm provides biased professional advice to a Community in order to obtain from the 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 Consultancy firm (including its Personnel and Sub-Consultancy firms) 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 Consultancy firm to be executed for the same or for another Community. For example, a Consultancy firm 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 Consultancy firm assisting the Community in the privatization of public assets shall not purchase, nor advise the Community of, such assets. Similarly, a Consultancy firm hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

5.4 *Conflicting Relationships*

(b) A Consultancy firm (including its Personnel and Sub Consultancy firms) 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.

6. Eligible Services

6.1 All material, equipment and supplies used by the Consultancy firm 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 Consultancy firm'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 Consultancy firm 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 Consultancy firm's own expense.

B. Request for Proposal

8. RFP Sections

8.1 The Sections comprising the Request for Proposal are listed below.

- Section 1 : Information to Consultancy firms (ITC)
- Section 2 : Proposal Data Sheet (PDS)
- Section 3 : Proposal and Contract Forms
  - A. Technical Proposal: Standard Forms
  - B. Financial Proposal: Standard Forms
- Section 4: Terms of Reference (TOR)
- Section 5 : Draft Contract

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 Consultancy firm 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 Consultancy firm 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 deadline for submission of proposals.

9.2 The Community shall respond within **five (5)** days of receipt of the query.

9.3 Should the Community deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITC 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 Consultancy firm, 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 Consultancy firm 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 Consultancy firms, including its affiliate(s), may submit only one (1) Proposal. If a Consultancy firm 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 Consultancy firm 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 Consultancy firm shall comprise the following:

(a) Technical Proposal;

(b) Financial Proposal;

(c) documentary evidence establishing the Consultancy firm's eligibility; and

(d) any other document required as stated in the PDS.

14. Proposal: Preparation

14.1 In preparing its Proposal, the Consultancy firm 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 Consultancy firm shall prepare the Technical Proposal in accordance with ITC Clauses 15 and 16 using the forms furnished in Section 3A: Technical Proposal - Standard Forms.

14.3 The Consultancy firm shall submit the Financial Proposal in accordance with ITC Clause 17 and using the forms furnished in Section 3B: 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

15.1 While preparing the Technical Proposal, a Consultancy firm must give particular attention to the instructions provided in ITC

Preparation Sub-Clause 15.2 to 15.4 inclusive.

15.2 If a Consultancy firm 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 Consultancy firms at the time of submission of a proposal is not permitted, and the Community shall disqualify such proposal. Association of other Consultancy firms (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 Consultancy firm associating with another firm, where that firm is a sub consultancy firm will not require prior permission of the Community. For such cases, the Proposal shall be submitted in the name of the short listed Consultancy firm. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultancy firm with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultancy firm, plus a copy of the agreement(s) with the sub-Consultancy firm(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultancy firm from any of its obligations, duties, responsibility or liability under the Contract. Association with international firms is encouraged.

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 Consultancy firm.

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 3A):

(a) Form 3A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultancy firm:

(b) Form 3A2: giving a brief description of the Consultancy firm's organization and an outline of recent experience of the Consultancy firm 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 Consultancy firm's involvement. Information should be provided only for those assignments for which the Consultancy firm was legally

contracted 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 Consultancy firm, or that of the Consultancy firm's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultancy firms should be prepared to substantiate the claimed experience if so requested by the Community.

(c) Form 3A3: indicating comments and suggestions that the Consultancy firm 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 3A4: 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 3A5) and should be in the form of a bar chart showing the timing proposed for each activity.

(e) Form 3A6: 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 3A7: 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 3A8: 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 3B):

(a) Form 3B1: Financial Proposal Submission Form in the format of a letter duly signed by an authorised signatory of the Consultancy firm. Commissions and gratuities, if

any, paid or to be paid by Consultancy firms and related to the assignment will be listed in the form.

(b) Form 3B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;

(c) Form 3B3: being the breakdown of costs against staff remuneration;

(d) Form 53B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the PDS;

(e) Form 3B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultancy firms, sub-Consultancy firms and their personnel.

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

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 Consultancy firm 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:

(a) provide at no cost to the Consultancy firm the inputs and facilities specified in the PDS;

(b) make available to the Consultancy firm, relevant project data and reports at the time of issuing the RFP; and

(c) assist the Consultancy firm in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultancy firm 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 Consultancy firm shall indicate in 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 Consultancy firm 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

23.1 Proposals shall remain valid for the period specified in the PDS

Validity

after the Proposal submission deadline date prescribed by the Community.

23.2 Consultancy firms 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 Consultancy firm 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 Consultancy firm 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 Consultancy firm 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 initialled by the person signing the Proposals.

D. Proposal Submission

25. Proposal: Sealing and Marking

25.1 The Consultancy firm 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".

25.2 The Consultancy firm 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."

25.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

(a) bear the name and address of the Consultancy firm;

(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 *[Insert the date for opening as specified in the PDS]*".

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.

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.

26. Proposal: Submission Deadline

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.

26.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Community shall, on request, provide the Consultancy firm with a receipt showing the date and time when it's Proposal was received.

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 10, in which case all rights and obligations of the Community and Consultancy firms previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. Proposal Submitted Late

27.1 Any Proposal received by the Community after the deadline for submission of Proposals, in accordance with ITC Clause 26 shall be declared late, will be rejected, and returned unopened to the Consultancy firm.

28. Proposal Modification, Substitution or Withdrawal

28.1 A Consultancy firm 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 Consultancy firms.

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 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 Consultancy firm 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 Consultancy firms 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 Consultancy firm 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 Consultancy firms 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.

32. Contacting the Community

32.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultancy firm shall make any unsolicited communication to the Community.

32.2 Any effort by a Consultancy firm 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 Consultancy firm 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 Consultancy firm 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 Consultancy firm or ask the Consultancy firm to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultancy firm shall be rejected.

33.3 If a Consultancy firm has been found to mislead the Community by neglecting to provide information or by denying the existence of a COI situation, the Consultancy firm'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 Consultancy firms 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 Consultancy firms, 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 Consultancy firms who's Financial Proposals were opened.

36. Proposal: Financial Evaluation

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 Consultancy firm who has submitted a Financial Proposal.

36.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultancy firms 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.

36.3 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:

(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.

36.4 If the Consultancy firm does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

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.

37. Proposal: Combined Evaluation

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 x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 38 to 42.

38. Proposal: Negotiation

38.1 Negotiations will be held at the address indicated in the PDS. The invited Consultancy firm 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 may specify.

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 Consultancy firm to improve the Terms of Reference. The Community and the Consultancy firm 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 Consultancy firm.

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 Consultancy firm 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 Consultancy firm will initial the agreed Contract Agreement. If negotiations fail, the Community will invite the Consultancy

firm whose Proposal received the second highest score to negotiate a Contract, if this fails the Community shall negotiate with the remaining responsive Consultancy firms in order of their relative ranking, subject to the right of the Community to reject all proposals.

F. Contract Award

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 Consultancy firm.

44. Advising Unsuccessful Consultancy firms

44.1 After Contract signature, the Community shall promptly notify the other Consultancy firms that they were unsuccessful. The Community shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultancy firms.

44.2 The Community shall promptly respond in writing to any unsuccessful Consultancy firm who requests the Community in writing to provide a brief statement of the reason (s) its proposal was not selected.

45. Commence-ment of Services

45.1 The Consultancy firm is expected to commence the assignment on the date and at the location specified in the PDS.

G. Review of Procurement Decisions

46. Right to Review

46.1 A Consultancy firm who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on the 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.

47. Time Limit on Review

47.1 The Consultancy firm 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.

48. Submission of Applications for Review

48.1 Any application for administrative review shall be submitted in writing to the Secretary General.

48.2 The application for administrative review shall include:

(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.

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.

49. Decision by the Head of Procuring Entity

49.1 The Secretary General shall, within thirty (30) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

(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

Clause	
1.1	EAC is The East African Community, P.O. Box 1096, Arusha The Method of Selection is Quality and Cost Based Selection (QCBS) The assignment is not phased.
1.3	The assignments is to be completed within: **60 man-days**
2.1	The source of fund is **EAC Partner States funds.**
6.1	Non-eligible countries are: None
9.1	For clarification of proposals the Community 's address is: Attention: The Secretary General Address: **East African Community Headquarters** **EAC Close, off Barabara ya Afrika Mashariki** Secretariat Wing, Ground Floor P.O. Box 1096, Arusha, Tanzania Telephone: + 255 27 2162100 Facsimile number: + 255 27 2162190 Attention; Procurement Unit Electronic mail address: eacprocurement@eachq.org
12.1	The Proposal shall be written in the English language.
15.3	The minimum number of professional staff is **three (3)**
17.1(d)	The Reimbursable expenses shall be the following: 1) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; 2) Expenses related to field work, consultations and disseminations; and 3) Cost of printing and dispatching of the Reports to be produced for the Services.
19.1	The Community shall provide the following inputs and facilities: • Available documents and data related to the project • Assistance to the Consultancy firm to access information from other Organs and institutions; and • Access to relevant information to the extent of its availability.

23.1	Proposals must remain valid for a minimum of ninety (90) working days after the submission date upto **Tuesday 3rd June, 2024**
24.2	The Consultancy firm must submit one original for both the Technical Proposal and the Financial Proposal and two (2) of copies of the Technical Proposal.
25.3(b)	The Proposal submission address is: **The Secretary General,** **<u>Address:</u>** **East African Community Headquarters** **EAC Close, off Barabara ya Afrika Mashariki** **P. O. Box 1096** **Arusha, TANZANIA** **Telephone Number: +255 27 2162100 OR +255 27 2504253/8;** **Fax Number: +255 27 2162190 OR +255 27 2504255** **Attention; Procurement Unit**
25.3(c)	The name of the Proposal is: **Consultancy Services to Develop the 2nd East African Community Competition Authority Strategic plan for period 2025/26 - 2029/30.**
26.1	**Proposals must be submitted no later than 28th January 2025**
34.2	**Evaluation criteria**
	Interested Firms should submit their proposals by providing the following preliminary information in addition as required in the initial selection assessed on pass/fail basis:- (i) **Corporate profiles:** Legal status of the firm, registration details, business details, Tax Identification references, Tax Compliance certificate, general experience information over the last 5 years (including experience in East Africa), the firm's history and overall personnel structure and capabilities; (ii) **Financial information:** audited accounts for the last 3 years, current assets and liabilities; (iii) **Experience:** General experience in the last 5 years and specific experience in the field of the assignment over the last 3 years provide a detailed list of similar consultancies previously done in the past three (3) years; provide evidence of at least (3) previous contracts / orders of similar assignments and (iv) **Key Personnel:** brief descriptions of at least three

consultants' key personnel showing their qualifications and experience.

(v) **Proposal validity of 90 working days up to 3rd June 2025**

Technical Criteria:

i) Adequacy and quality of the proposed methodology to support the Authority through a participatory planning process to identify priorities, and work plan in responding to the Terms of Reference (TORs):

Total points for criterion (i) 30

(ii) Experience of not less than five (5) years of the firm in undertaking similar assignments

Total points for criterion (ii) 20

(iii) Key Experts' qualifications and competence for the Assignment:

a) Team Leader

1) General qualifications (general education, training, and experience) **5**

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) **15**

Total points for team leader - 20

b) Expert 2 ()

1) General qualifications

(general education, training, and experience) **5**

2) Adequacy for the Assignment (Relevant education, training, experience in the sector/similar assignments) ***10***

Total points for Expert (2) - 15

c) Expert 3 ()

1) General qualifications (general education, training, and experience) **5**

2) Adequacy for the Assignment

(Relevant education, training, experience in the sector/similar assignments) **10**

Total points for Expert (3) - 15

	Total points for criterion (iii) 50 **Total points for the three criteria: 100** The minimum technical score (St) required to pass is 70	
	Consultancy firm(s) Qualifications and Experience The Consulting team is expected to comprise of at least three experts. The qualifications and experience of the experts is shown below: **<u>Team Leader</u>** **Qualifications**: A Masters' degree in Economics or Development Economics or Economic Policy Management or International Trade or Law or Public Administration or a Business-related field. **Experience** Minimum of ten (10) years of relevant professional experience in strategy formulation, regional integration matters, Implementation, and Monitoring & valuation. i. skills and competencies (i) Sound knowledge on integration issues among the various regional economic communities (RECs). (ii) Prior working experience on competition policy and trade policy matters is an added advantage. (iii) Strong analytical skills. (iv) Strong background in qualitative and quantitative methods. (v) Strong computer and presentation skills. (vi) Ability to write clear and concise reports. (vii) Proven track record to work in a multi-cultural and multi-disciplinary environment is necessary. (viii) Fluency in written and spoken English; **Expert 2:** The consultant must have at least a master's degree in areas related to planning, policy making and development of strategic plans **Experience:** (i) At least ten years of professional experience in strategic planning and management (ii) Prior working experience on developing strategic plans on competition policy is an added advantage (iii) Experience in research, policy development,	

	management and programming-related work. (iv) Demonstrated experience in working with international partners and other stakeholders in public sector development programs especially in the area of health research. **<u>Expert 3:</u>** **Qualifications** Possess at least a masters of Laws (LLM) or a Master's degree in Economics or International Trade (with specialization in regional economic integration). A post graduate qualification in Competition Law will be an added advantage. **Experience** (i) A minimum of at least 5 years' relevant experience in competition matters. (ii) Demonstrated experience in working with international partners and other stakeholders in public sector development programs especially in the area of Trade research, Competition Policy and Law research. (iii) Experience in the EAC region and/or having worked with the other regional integration organizations such as COMESA and European Union.	
	The minimum Technical Score (TS) required to pass is**: 70 Points**	
36.5	The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which (FS) is the financial score, Fm is the lowest price and F the price of the proposal under consideration.	
37.1	The weights given to the Technical and Financial Proposals are: **T = 0.70 and** **P = 0.30**	
38.1	The address for contract negotiations is: **East African Community Headquarters** **EAC Close, off Barabara ya Afrika Mashariki** **P. O. Box 1096** **Arusha, TANZANIA**	
45.1	**The assignment is expected to commence on: 1st April, 2025**	

Section 3: Proposal Forms

3A. Technical Proposal - Standard Forms

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

3A1 Technical Proposal Submission Form

3A2 Consultancy firm's Organization and Experience
- a. Consultancy firm's Organization
- b. Consultancy firm's Experience

3A3 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

3A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment

3A5 Work Schedule

3A6 Team Composition and Task Assignments

3A7 Staffing Schedule

3A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 3A1 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 envelopes[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultancy firm, 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, 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 45.1 of the Proposal Data Sheet.

We also confirm that our Government of…… (state your government) has not declared us, or any sub consultancy firms 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 3A2 **Consultancy firm's Organization and Experience**

Consultancy firm's Organisation
[*Provide here a brief description (maximum two pages) of the background and organization of the Consultancy firm*]

Consultancy firm'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.]

<table>
<tr><td colspan="2">Assignment name:</td><td>Country:</td></tr>
<tr><td colspan="2">Assignment Location within country:</td><td>Duration of assignment (months):</td></tr>
<tr><td colspan="2">Name of Client:</td><td rowspan="2">Professional Staff provided by your Organisation:
No of Staff:

No of Person-Months</td></tr>
<tr><td>Start Date (Month/Year)</td><td>Completion Date (Month/Year)</td></tr>
<tr><td colspan="2">Name of associated Consultancy firms, if any:</td><td>№ of Person-Months of Professional Staff provided by associated Consultancy firms:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Detailed Narrative Description of Project:</td></tr>
<tr><td colspan="3">Detailed Description of Actual Services Provided by your Staff:</td></tr>
</table>

Firm's Name:	
Authorised Signature:	

Form 3A3 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 3A4 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 3A5 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 3A6 Team Composition and Task Assignments

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

Form 3A7 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 3A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

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

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:
_____

3B. Financial Proposal - Standard Forms

[Forms 3B1 to 3B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 17 of the Instructions to Consultancy firms. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Proposal Data Sheet]

3B1 Financial Proposal Submission Form

3B2 Summary of Costs

3B3 Breakdown of Staff Remuneration

3B4 Breakdown of Reimbursable expenses

3B5 Breakdown of Taxes

Form 3B1 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-Consultancy firms 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 3B2 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 3B3, 3B4 and 3B5.

Form 3B3 Breakdown of Staff Remuneration

Name1	Position2	Staff-month Rate3	Input3 (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 3A7.
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 3B4 Breakdown of Reimbursable Expenses

N°	Description1	Unit	Unit Cost2	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 3B5 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

SECTION 4: TERMS OF REFERENCE

THE PROVISION OF CONSULTANCY SERVICES TO DEVELOP THE 2ND EACCA STRATEGIC PLAN FOR PERIOD 2025/26 - 2029/30 – EAC/SRVS/24-25/037

1.0 INTRODUCTION

The East African Community (EAC) is a regional intergovernmental organization comprised of the Republic of Burundi, the Democratic Republic of Congo, Federal Republic of Somalia, the Republic of Kenya, the Republic of Rwanda, the Republic of South Sudan, the Republic of Uganda, and the United Republic of Tanzania. The East African Community Competition Authority (EACCA) is an institution of the EAC established pursuant to Article 9(2) of the Treaty for the Establishment of the East African Community and in accordance with Section 37(1) of the EAC Competition Act, 2006 (the Act).

The Vision of the EACCA is 'competitive markets that enable inclusive economic integration for shared prosperity and consumer welfare in the East African Community', while its Mission is 'to promote fair competition and protect consumers in support of regional economic integration in the EAC, through regulating the market structure and conduct by participants and, building awareness and capacity in support of compliance with the Act'.

The Act seeks to promote and protect fair competition and, provide for consumer welfare in the Community. The Authority's primary functions include; investigating anti-competitive practices, protecting consumer welfare, analyzing mergers and acquisitions, conducting advocacy and capacity building in respect of competition and consumer protection issues in the EAC region.
The objectives of the Authority, in line with Section 3 of the Act, are to: -

(a) Enhance the welfare of the people in the Community by: -
   i. Protecting all market participants' freedom to compete by prohibiting anticompetitive practices;
   ii. Protecting the opening of Partner States' markets against creation of barriers to interstate trade and economic transactions by market participants;
   iii. Guaranteeing equal opportunities for market participants in the Community, and especially to small and medium-sized enterprises;
   iv. Guaranteeing a level playing field for all market participants by eliminating any discrimination by partner states on the basis of nationality or residence;
   v. Providing consumers access to products and services at competitive prices and better quality;
   vi. Providing incentives to producers for the improvement of production and products through technical and organizational innovation; and
   vii. Promoting economic integration and development in the community.

(b) Enhance the competitiveness of Community enterprises in world markets by exposing them to competition within the Community;

(c) Create an environment which is conducive for investment in the community;

(d) Bring the community's competition policy and practice in line with international best practices; and

(e) Strengthen the Partner States role in relevant international organizations.

2.0 THE EACCA 1st STRATEGIC PLAN

The 1st EACCA Strategic Plan covered a period of five (5) years running from 2019/20 -2023/24. This Strategic Plan focused on building the infrastructure of the institution, guided by the following strategic thematic areas:

i. Establishment of a competition Record through the prioritized implementation of the Act;
ii. Building a functional independence of the EACCA in practice; and
iii. Mobilization of Resources to sustain the prioritized implementation of the Act.

The above strategic themes facilitated the Authority in achieving notable milestones with regard to its performance in the implementation of the Strategic Plan 2019/20-2023/24. Some of the key achievements during the Strategic Plan implementation period included:

a) Amendment of the EAC Competition Act, 2006;
b) Recruitment of some staff and development of the Authority's governance policies;
c) Development of Regulations, guidelines and forms, for mergers and acquisitions;
d) Development of Regulations, guidelines, Forms, screening methodology and internal procedures for Monopolies and Cartels;
e) Development of a prioritization framework;
f) Development of Outreach and Advocacy Strategy; and
g) Carrying out of various awareness and multi- stakeholder sensitization initiatives.

3.0 OBJECTIVE OF THE CONSULTANCY

The overall objective of this consultancy is to develop the 2nd East African Community Competition Authority Strategic Plan for 2025/26 - 2029/30. The Strategic Plan will set priorities, action plan, expected results of the Authority for the next five (5) years, based on a clear assessment of its existing operating environment, resources and capacities taking into consideration the lessons learnt from the implementation of the 1st East African Community Competition Authority Strategic Plan 2019/20 – 2023/24.

3.1 SPECIFIC OBJECTIVES

Under the guidance and supervision of the Commissioners and Registrar of EACCA, the purpose of the consultancy will include, but not limited to: -

i. conduct a participatory review and reflection of the 1st EACCA Strategic Plan 2019/2020-2023/2024 with emphasis on the strategy's theory of change and how it contributed to fulfillment of the mandate of the Authority.
ii. develop a methodology to support the Authority, Registrar, Partner States and other stakeholders through a participatory planning process to identify priorities for the EACCA for the period 2025/26 - 2029/30, aligned to the priorities of the 6th EAC Development Strategy.
iii. develop a new strategic plan for EACCA for the period 2025/26 - 2029/30.
iv. develop EACCA's partnership and funding strategies to achieve its goals.

In terms of review of the 1st Strategic plan, the consultancy will appraise the strategic plan based on:

i. relevance of strategy's theory of change aligning with global and specific priorities as provided in the 6th EAC development strategy.
ii. meaningful participation of EACCA staff and relevant stakeholders throughout the review process.
iii. EACCA experience with its current partnership modalities and working approaches, to generate data to inform relevant partnership modalities and working approaches, and leverage resource mobilization including funding for the five (5) years of the 2nd Strategic Plan.

4.0 SCOPE OF WORK AND SPECIFIC TASKS

The Scope of the Consultancy is to carry out a performance review of the 1st EAC Competition Authority Strategic Plan 2019/20 - 2023/24 and to develop the 2nd EAC Competition Authority Strategic Plan 2025/26 - 2029/30. The specific tasks of the consultancy are as follows: -

i. Review of relevant documentation relating to the mandate, policy and legal framework and the context of EACCA.

ii. Review the implementation of the 1st EACCA Strategic Plan 2019/20 - 2023/24 through a participatory process involving internal and external stakeholders.

iii. Prepare a detailed methodology that facilitates stakeholder engagement and participation. The proposed methodology will be discussed and approved by the EACCA.

iv. Undertake consultative meetings with both internal and external stakeholders, including the Authority, Partner States, National Competition Agencies and Ministries responsible for competition matters and other relevant stakeholders.

v. Undertake a situational analysis using applicable tools such as SWOT analysis, PESTEL analysis, stakeholder analysis and risk analysis.

vi. Develop the 2nd EACCA Strategic Plan 2025/26 - 2029/30 based on the literature review, performance review, situational analysis, and consultative meetings with stakeholders. The Strategic Plan should include key deliverables and milestones, guidance on implementation to achieve

EACCA's mandate, financial strategy, monitoring and evaluation and a communication plan.

vii. Facilitate validation workshops and meetings for endorsement of the draft and final 2nd EACCA strategic plan 2025/26-2029/30.

5.0 OUTPUTS & DELIVERABLES

The following are the expected outputs and or deliverables:

i. Inception report including a detailed methodology of the work to be undertaken.

ii. Situational analysis report of the 1st EACCA Strategic Plan 2019/20 - 2023/24.

iii. A detailed report of stakeholders' consultative meetings in Partner States and zero draft 2nd EACCA Strategic Plan 2025/26 – 2029/30 for internal validation.

iv. First draft of the 2nd EACCA Strategic Plan 2025/26 – 2029/30 for regional validation by stakeholders.

v. Second draft of 2nd EACCA Strategic Plan 2025/26 – 2029/30 for consideration by Commissioners.

vi. Final draft of 2nd EACCA Strategic Plan 2025/26 – 2029/30 for approval by Policy organs (3 bound copies, and soft copies in PDF and Microsoft Word versions).

5.0 ACTIVITIES AND TIMELINES

S/N	Activity	Duration
1.	Inception meeting	1 day
2.	Review of documents (Literature Review)	5 days
3.	Preparation and presentation of inception report	5 days
4.	Consultative meetings with EACCA and stakeholders in Partner States	15 days
5.	Preparation and submission of reports of consultative meetings.	5 days
6.	Preparation and submission of the Zero draft 2nd EACCA Strategic Plan 2025/26 – 2029/30.	7 days
7.	Preparation of workshop documents and facilitation of validation of the Zero draft of 2nd EACCA Strategic Plan 2025/26 – 2029/30.	7 days
8.	Drafting and submission of the report of the workshop and first draft 2nd EACCA Strategic Plan 2025/26 – 2029/30.	6 days
9.	Facilitation of a roundtable with stakeholders to validate the second draft 2nd EACCA Strategic Plan 2025/26 – 2029/30.	3 days
10.	Facilitation of a roundtable with stakeholders to validate the final draft 2nd EACCA Strategic Plan 2025/26 – 2029/30.	3 days
11.	Preparation and submission of the final draft 2nd EACCA Strategic Plan 2025/26 – 2029/30.	3 days
	TOTAL PERSON DAYS	60 days

5.1 DURATION OF THE CONSULTANCY ASSIGNMENT

The assignment is expected to take 60 (sixty) consultancy days spread over a three-month period commencing in April 2025.

6.0 REQUIREMENT OF CONSULTANCY FIRM SKILLS, AND EXPERIENCE

The EAC is seeking the services of a professional consultancy firm to develop a five-year 2nd EACCA Strategic Plan. The firm must possess the following: –

(i) At least five (5) years relevant working experience in strategic planning and development;
(ii) Prior consultative engagement of a similar nature and familiarity with strategic planning in international public sector;
(iii) Prior working experience in consultancy assignments on Competition Policy or international trade policy research is an added advantage;
(iv) Demonstrated experience in working with multi sectoral stakeholders and stakeholders in public sector development programs;
(v) Proven knowledge of and experience in the development of similar initiatives in other regional and international bodies will be an added advantage;

Specifically, the Lead Consultant should have the following key qualifications, competencies and skills required to complete the assignment

CRITERIA	PERSONNEL PROFILE AND QUALIFICATION
LEAD CONSULTANT	**Academic Qualifications:** a Masters' degree in Economics or Development Economics or Economic Policy Management or International Trade or Law or Public Administration or a Business-related field. **Experience:** Minimum of ten (10) years of relevant professional experience in strategy formulation, regional integration matters, Implementation, and Monitoring & valuation. **Qualifications, skills and competencies** (i) Sound knowledge on integration issues among the various regional economic communities (RECs). (ii) Prior working experience on competition policy and trade policy matters is an added advantage. (iii) Strong analytical skills. (iv) Strong background in qualitative and quantitative methods. (v) Strong computer and presentation skills. (vi) Ability to write clear and concise reports. (vii) Proven track record to work in a multi-cultural and multi-disciplinary environment is necessary. (viii) Fluency in written and spoken English;

SECTION 5: DRAFT CONTRACT

CONTRACT FOR PROVISION OF CONSULTANCY SERVICES FOR

……

BETWEEN

THE EAST AFRICAN COMMUNITY

AND

[Name of Consultancy firm]

[Date]

SECTION 1: FORM OF CONTRACT

This Contract (together with all Appendices attached hereto and forming part hereof, called the "Contract") is made this ..... day of ..... the year Two Thousand and Twenty between **The East African Community** of Post Office Box 1096, Arusha, Tanzania (hereinafter referred to as "the Community") on the one hand and **[Name of Consultancy firm]** (hereinafter referred to as "the Consultancy firm") on the other hand.

[***Note***: *If the Consultancy firm 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 Consultancy firm's obligations under this Contract, namely, [insert name of Consultancy firm] and [insert name(s) of other Consultancy firm(s)] (hereinafter called the "Consultancy firm").]*

WHEREAS

(a) the Community has requested the Consultancy firms to provide Consultancy Services for **.....** as defined in this Contract (hereinafter called the "Services"); and

(b) the Consultancy firms, 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.

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 6).
      Appendix 1: Description of the Services
      Appendix 2: Reporting Requirements
      Appendix 3: Personnel and Sub Consultancy firms
      Appendix 4: Hours of Work for Personnel
      Appendix 5: Obligations of the Community
      Appendix 6: Cost Estimates

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

(a) the Consultancy firm shall carry out the Services in accordance with the provisions of the Contract;

(b) the Community shall make payments to the Consultancy firm in accordance with the provisions of the Contract; and

(c) the Consultancy firm understands that the Community is tax exempt and accordingly, will pay no taxes on the fees charged by the Consultancy firm PROVIDED that the Community shall furnish the Consultancy firm with the necessary exemption certificate or other documentary evidence acceptable to the relevant tax authorities and shall indemnity the Consultancy firm in the event that the Consultancy firm is required to pay such taxes.

3. In consideration of the services provided, providing the services,

(a) EAC shall pay the Consultancy firm a consultancy fee in the sum of United States Dollars *[amount]*

(b) Reimbursable expenses as specified in Appendix 6 of this Contract

4. The Consultancy fee will be paid as follows:

(a) **30%** of the total consultancy fee upon submission of acceptable Inception Report

(b) **40%** of the total consultancy fee upon submission of acceptable Draft Report;

(c) **30%** of the total consultancy fee upon submission and approval of Final Report.

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 THE COMMUNITY:

For and behalf of **The East African Community**,

NAME: .....

SIGNATURE.....

TITLE: **Secretary General, East African Community**

In the presence of,

NAME: .....

SIGNATURE.....

TITLE: **……**

FOR AND ON BEHALF OF THE CONSULTANCY FIRM:

For and behalf of **[Name of Consultancy firm's Firm]**,

NAME: ……..

SIGNATURE.....

TITLE: **……**

In the presence of,

NAME: .....

SIGNATURE.....

TITLE: **……**

Company Stamp:

SECTION 2: 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 Consultancy firm to perform the Services.

(b) **"Completion"** means the fulfilment of the Services by the Consultancy firm 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 Consultancy firm 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 Consultancy firm shall complete the Services as specified in the SCC.

(l) **"Member"** means in case where the Consultancy firm 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 Consultancy firm, as the case may be, and **"Parties"** means both of them. Third party means any party other than Community and Consultancy firm.

(o) **"Personnel"** means professionals and support staff provided by the Consultancy firm or by any Sub-Consultancy firm 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 Consultancy firm's remuneration.

(q) **"Remuneration"** means all costs related to payments of fees to the Consultancy firm for the time spent by the professional and other staff on assignment related activities.

(r) **"SCC"** means the Special Conditions of Contract.

(s) **"Secretary General"** 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 Consultancy firm pursuant to the Contract Agreement.

(u) **"Sub-Consultancy firm"** means any person or entity to whom/which the Consultancy firm subcontracts any part of the Services.

(v) **"Third Party"** means any person or entity other than the Government, the Community, the Consultancy firm or a Sub-Consultancy firm.

(w) **"Writing"** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

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

3.1 The Community as well as Consultancy firms shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 In pursuance of this requirement, the Community shall:

(a) exclude the Consultancy firm from participation in the procurement proceedings concerned or reject a proposal for award; and

(b) declare the Consultancy firm ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;

if it at any time determines that the Consultancy firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Community, it shall, in the first place, allow the Consultancy firm 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 Consultancy firm concerned. Any communications between the Consultancy firm 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 the 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, the Community in connection with the procurement proceeding;

(b) "*fraudulent practice*" means a misrepresentation or omission of facts in order to influence 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 Consultancy firms 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 Consultancy firm 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 Consultancy firm and its Sub-Consultancy firms 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 Consultancy firm 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 Consultancy firm 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 Consultancy firm 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.

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 Consultancy firm 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 Consultancy firm. The Consultancy firm, subject to this Contract, has complete charge of Personnel and Sub-Consultancy firms, 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 Consultancy firm 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 Consultancy firm'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 Consultancy firm may be taken or executed by the officials specified in the SCC.

17. Taxes and Duties 17.1 The Consultancy firm, Sub-Consultancy firms 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

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 Consultancy firm instructing the Consultancy firm 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 Become 19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event

Effective		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 Consultancy firm 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. Consultancy firm's Personnel and Sub-Consultancy firms

23. General	23.1	The Consultancy firm shall employ and provide such qualified and experienced Personnel and Sub Consultancy firms 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 Consultancy firm's Key Personnel are described in Appendix 3.
25. Approval of Personnel	25.1	The Community hereby approves the Key Personnel and Sub Consultancy firms 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 Consultancy firm'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 Consultancy firm 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 if discharging the assigned duties, the Community may request and the Consultancy firm 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 Consultancy firm

28. Standard of Performance

28.1 The Consultancy firm shall:

(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 Consultancy firms or Third Parties.

29. Law Governing Services

29.1 The Consultancy firm shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultancy firms, as well as the Personnel of the Consultancy firm and any Sub Consultancy firms, comply with the Applicable Law.

30. Conflict of Interests

30.1 The Consultancy firm 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. Consultancy firm Not to Benefit from Commissions, Discounts

31.1 The Consultancy firm 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. Consultancy firm and Affiliates not to Engage in Certain

32.1 The Consultancy firm agrees that, during the term of this Contract and after its termination, the Consultancy firm shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or

Activities closely related to the Services.

33. Prohibition of Conflicting Activities

33.1 The Consultancy firm 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 Consultancy firm

34.1 The Consultancy firm 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 Consultancy firm in whole or in part with funds provided by the Community.

34.2 The Consultancy firm undertakes full responsibility in respect of life, health, and accidents for the Personnel.

34.3 The Consultancy firm 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, incurred by or asserted against the Community during or in connection in the Services by reason of:

(a) infringement or alleged infringement by the Consultancy firm of any patent or other protected right; or

(b) plagiarism or alleged plagiarism by the Consultancy firm.

34.4 The Consultancy firm 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 Consultancy firm's failure to exercise the skill and care required under GCC Clause 28 provided, however, that the ceiling on the Consultancy firm'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 Consultancy firm's gross negligence or reckless conduct.

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

35. Insurance to be taken out by the Consultancy firm

35.1 The Consultancy firm 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 Consultancy firm 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 charges 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 Consultancy firm 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 Consultancy firm 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.

38. Proprietary Rights on Documents Prepared by the Consultancy firm

38.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultancy firm for the Community under this Contract shall become and remain the absolute property of the Community, and the Consultancy firm 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

39.1 Equipment, tools and materials made available to the Consultancy firm by the Community, or purchased by the Consultancy firm wholly or partly with funds provided by the Community, shall be handed over to the Community on

Furnished by the Community.

termination or expiration of the Contract, or may be disposed of in accordance with the Community's instructions.

E. Obligations of the Community

40. Assistance and Exemptions

40.1 The Community shall provide to the Consultancy firm 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 Consultancy firm 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 Consultancy firm free of charge such professional and support counterpart personnel, to be nominated by the Community with the Consultancy firm'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 Consultancy firms

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 Consultancy firm 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 Consultancy firm 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 Consultancy firm specified in the SCC.

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 Consultancy firm 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 thirty (30) 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 Consultancy firm, 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 Consultancy firm of any obligations hereunder.

47. Advance Payment

47.1 If so specified in the SCC, an Advance Payment shall be made to the Consultancy firm, 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 Consultancy firm 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 Consultancy firm 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 Consultancy firm and approved as satisfactory by the Community. If the Community notifies any deficiencies in the Services, the final report or the final statement, the Consultancy firm 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 Consultancy firm in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultancy firm 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 Consultancy firm, suspend all or part of the payments to the Consultancy firm hereunder if the Consultancy firm 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 Consultancy firm to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultancy firm of such notice of suspension.

G. Termination and Settlement of Disputes

51. Termination for Default

51.2 The Community or the Consultancy firm, 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.

51.3 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

(a) If the Consultancy firm fails to remedy a failure in the performance of their obligations under the Contract;

(b) If the Consultancy firm submits to the Community a statement which has a material effect on the rights, obligations or interests of the Community and which the Consultancy firm knows to be false;

(c) If the Consultancy firm, in the judgment of the Community, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;

(d) If the Consultancy firm 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 Consultancy firm pursuant to this Contract and not subject to; or

(f) If the Consultancy firm or the Community fails to perform any other obligation under the Contract.

52. Termination for Insolvency

52.1 The Consultancy firm may at any time terminate the Contract by giving notice to the other party if the Consultancy firm 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 Consultancy firm, 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 Consultancy firm may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultancy firm 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.

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 Consultancy firm 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

56.1 Upon termination of the Contract pursuant to GCC Clauses 51 to 54, the Community shall make the following payments to the Consultancy firm:

(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

57.1 Amicable Settlement

(a) The Community and the Consultancy firm shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

57.2 Arbitration

(a) If the dispute cannot be settled amicably the same may be settled through arbitration in accordance with the provisions of the East African Court of Justice in Arusha Tanzania.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

Clause	
1.1 (a) **1.1 (b)** **1.1 (c)**	The Client is ***The East African Community (EAC).*** **Authorised Representative is the Secretary General or his designated representative** The Consultancy firm is [*Name, address and name of authorized representatives*] The Intended Completion Date is **30th June, 2025**
4.6	The assignment is to be completed in the following phases: *"None",*
6.1	Non- eligible countries are: None
7.1	The governing language shall be English
11.1	The addresses for **Communications and Notices** are: **Community** : East African Community Secretariat P. O. Box 1096 Arusha, Tanzania Attention: The Secretary General Tel: 255-27-2162100 Fax: 255-27-2162190 E-mail: eac@eachq.org **Consultancy firm** : Attention : Facsimile : E-mail :
15.1	The Member in Charge is *[insert name of member]*. ***Note**: If the Consultancy firm 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 Consultancy firm consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.*

16.1	The Authorised Representatives are: **For the Community**: The Secretary General East African Community (EAC) Secretariat, P.O. Box 1096, Arusha., Tanzania. Tel.: (255) 27-2162100 Fax: (255) 27-2162190 E-mail: eac@eachq.org **For the Consultancy firm** :
18.1	The effectiveness conditions are the following: **any advance payment must be supported by an Advance Payment Guarantee from a reputable bank in the Region.** ***Note:*** *List here any conditions of effectiveness of the Contract, e.g., receipt by Consultancy firm of advance payment and by Community of advance payment guarantee (see Clause GCC 53. If there are no effectiveness conditions, then state so above.*
19.1	The time period shall be *[insert time period, e.g.: four months]*.
20.1	The time period shall be *[insert time period, e.g.: four months]*.
21.1	The time period shall be *[insert time period, e.g.: twelve months]*.
34.4	The ceiling on Consultancy firm's liability shall be limited to *[insert amount]*
35.1(a)	The risks and the coverage shall be as follows: (a) Professional Liability insurance in accordance with the relevant provisions of the Applicable Law. (b) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultancy firm and of any Sub-Consultancy firm, 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 (c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under

	this Contract, (ii) the Consultancy firm's property used in the performance of the Services, and (iii) any documents prepared by the Consultancy firm in the performance of the Services ***in an amount equal to their full replacement value.***
38.1	"The Consultancy firm shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Community".
40.1	*Note: List here any assistance to be provided by the Community. If there is no such other assistance, then state "None".*
44.2	The ceiling is: *[insert amount]*
45.1	The prices charged for the Services provided shall be fixed for the duration of the Contract.
45.2	The Reimbursable expenses are set forth in Appendix 6 to the Contract
46.1	The account of the Consultancy firm is : [*insert account details*]
46.3	The Community shall effect payment within [***30 days of invoicing*** days upon submission of specified deliverables and complete documentation in relation to the Consultancy
46.4	The interest rate is *[insert rate]*. *[The interest rate shall be normally 1% above the lending rate of scheduled banks in Tanzania]*
47.1	The following provisions shall apply to the advance payment and the advance payment guarantee: (1) An advance payment *[insert amount]* in United States Dollars (US$) shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Community in equal instalments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. **Not Applicable**
47.2	The number of months for which the Advance payment will be offset is [*insert number]* months.
57	The place of Arbitration is *[**the East African Court of Justice in Arusha, Tanzania].***

APPENDICES

Appendix 1 Description of the Services

This Appendix will include the final Terms of Reference worked out by the Community and the Consultancy firm 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 Consultancy firms

List under:

3A Titles and names, detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.

3B List of approved Sub Consultancy firms (if already available); same information with respect to their Personnel as in C-1.

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 Obligations of the Community

List under:

5A Services, facilities and property to be made available to the Consultancy firm by the Community.

5B Professional and support counterpart personnel to be made available to the Consultancy firm by the Community.

Appendix 6 Cost Estimates

List hereunder cost estimates:

6A. Monthly rates for Personnel (Key Personnel and other Personnel)

6B. Reimbursable expenses:

1. Per diem allowances.
2. Travel expenses.
3. Printing of documents specified in Appendices 2 hereof.

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 Consultancy firm]* (hereinafter called "the Consultancy firm") 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 Consultancy firm, 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 Consultancy firm 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 Consultancy firm, 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

Form to be filled by the bidder on submission of the bid

BIDDER DUE DILIGENCE FORM

EAST AFRICAN COMMUNIITY
P. O. BOX 1096……..
……..
……..
……

INSTRUCTIONS:

1. Complete all sections and return with applicable support documentation to the above address. All the sections of the form and all support documentation shall be submitted in English only. If the documentation is in language other than English or French, it should be accompanied by a certified translation.

2. Incomplete submissions will not be processed.

Section 1: Company Details and General Information		
1. Name of Company:		
2. Street Address (physical location of the registered headquarters):		
3. City:	**4. State/Postal Code:**	**5. Country:**
6. P.O Box:	**7. Telephone Number:**	**8. Fax Number:**
9. Company Email Address:	**10. Company WWW Address:**	
11. Contact Name/Title/Address (if different):	**12. Telephone Number**	
	13. Contact Email Address:	
14. Type of Business (Mark one only): **Corporation:** ☐ **Partnership:** ☐ **Sole Proprietorship:** ☐ **Government Agency:** ☐ **Other (Specify):** _____		

1

15. Year Established:	16. State/Province/Country where registered:	17. Business registration/license number:	18. Number of full-time employees:

Section 2: Financial Information

1.Gross Annual Turnover for the last …… years (please state currency)
(indicates the applicable number of years and turnover respectively)

3. Bank Name:	**4. Bank Account No.:**
5. Address of Bank (City/State/Region/Postal Code):	**6. Country:**
7. Swift Code or ABA Bank or National Clearing Number:	**8. Branch** ☐ **Main Office:** ☐
9. Intermediary Bank (Alternate payee), if required:	
10. Bank Name:	**11. Bank Account Number:**
12. Address of Bank (City/State/Region/Postal Code):	**13. Country:**
14. Swift Code or ABA Bank Number:	

Section 3: Technical Capability and Information on Goods/Services Offered:

1. Has your company ever filed or petitioned for bankruptcy or re-organisation? **Yes** ☐ **No** ☐

(If yes, please attach a detailed explanation, filing date and current status)

2. Has your company ever been terminated for contract non-performance? **Yes** ☐ **No** ☐

(If yes, please attach a detailed explanation)

3. Has your company ever been debarred from Government contracts, ADB, or other International Multilateral/Financial Institution Procurement or project contracts?

Yes ☐ **No** ☐

(if yes, please attach a detailed explanation)

4. Has your company changed name(s) within the last 5 years? Yes ☐ **No** ☐

(If yes, please list former name(s)

Section 4: Goods/Services Classification

1. Indicate your company's primary line of business:

☐ **Manufacturing** ☐ **Distributor** ☐ **Retailer** ☐ **Leasing** ☐ **Wholesaler** ☐ **Maintenance**

☐ **Service** ☐ **Consulting** ☐ **Works**

Other (please specify)_____

2. Provide a description of your company's primary products/services, in order of competence:

3. Company literature attached:

☐ **Catalogue** ☐ **Brochure** ☐ **Other (specify)** _____

I, the undersigned, hereby attest that the information provided herein is complete and correct. The information provided herein including attachments shall become representations under any resulting Contract.

Name (please print):	**Signature** **Date**	

Functional Title (please print):

Attachments:

- **Annual Reports or audited financial reports for the last 3 years**
- **Copy of your company's environmental policy, if applicable as far as garbage management is concerned.**
- **Company literature (catalogues, brochures, etc.)**
- **Any other relevant documents.**

Failure to submit the requested support documentation/information (where applicable) may invalidate your application

Send completed application to: eacprocurement@eachq.org