

**EAST AFRICAN COMMUNITY
EAST AFRICAN SCIENCE & TECHNOLOGY
COMMISSION (EASTECO).**



**REQUEST FOR PROPOSALS FOR CUSTOMISATION
OF “FLOOR” ENTERPRISE VIRTUAL CONFERENCE
PLATFORM.**

(Quality and Cost based Firms’ Selection).

Reference Number: EAC/ESTECO/RFPs/007/2021.

November 2021.

Section 1. Letter of Invitation

17/11/2021

Dear Consultant,

1. The EASTECO invite Technical and Financial proposals from competent firms or consortium of firms to customize the “FLOOR” enterprise virtual conference platform. More details on the services are provided in the attached Terms of Reference.
2. The Bidding Document has been posted in the EASTECO website ([www.easteco.org/procurement/tender opportunities/consultancies](http://www.easteco.org/procurement/tender_opportunities/consultancies)) and the EAC website ([www.eac.int/opportunities/procurement/open procurement opportunities](http://www.eac.int/opportunities/procurement/open_procurement_opportunities)). Any clarification or addendum shall be posted in the EASTECO website. Bidders are therefore advised to be regularly checking on the said website for such information, up to a day before closing date below.
3. The selection shall be based on **Quality and Cost Based Selection**, whose procedure is detailed in this Bidding Documents.
4. The Bidding Documents includes the following:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Bidders
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract.
5. The hard version proposals should be submitted via registered mail, courier service or hand delivered in a plain SEALED envelope with consultancy’s subject and reference provided above and be addressed to the address provided below and delivered on or before **Thursday 3RD December 2021 at 3 PM East African Time, or 2 PM Rwanda Time.**
6. Soft/electronic version proposals should be dully filled, signed, stamped, scanned in PDF and emailed to this email ONLY: tenders@easteco.org on or before **Thursday 3RD December 2021 at 3 PM East African Time, or 2 PM Rwanda Time.**
7. **NOTE:** The bidder should secure both the Technical and Financial e-proposals with confidential PASSWORDS **before submitting** them and submit the password for Technical Proposal ONLY to the above email to open their Technical proposal at the EASTECO offices on Thursday 3RD December 2021 at 3.01 PM East African Time, or 2.01 PM Rwanda Time.

Yours sincerely,

**THE SECRETARY
EASTECO PROCUREMENT COMMITTEE
5TH FLOOR, QUEENSLAND HOUSE, KACYIRU, KIGALI
Webpage: www.easteco.org**

Section 2. Information to Bidders¹

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| Definitions | <ul style="list-style-type: none">(a) “BD” means the Bidding Documents to be prepared by the Contracting Authority for the selection of Contractor, based on the EAC Standard Template.(b) “Contracting Authority” means the procurement Authority with which the selected Consultant signs the Contract for the Services.(c) “Contractor” means any Authority or person that may provide or provides the Services to the Client under the Contract.(d) “Contract” means the Contract signed by the Parties and all the attached documents that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.(e) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.(f) “Day” means calendar day.(g) “Evaluation Committee” it is a panel of experts appointed by the Contracting Authority and assigned to evaluate the bids.(h) “Instructions to Bidders” (Section 2 of the BD) means the document which provides shortlisted Bidders with all information needed to prepare their Proposals.(i) “LOI” (Section 1 of the BD) means the Letter of Invitation being sent by the Contracting Authority to the shortlisted Bidders.(j) “Personnel” means professionals and support staff provided by the Bidders or by any Sub-Contractors and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Contracting Authority’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Contracting Authority’s country.(k) “Proposal” means the Technical Proposal and the Financial Proposal.(l) “Services” means the consulting services or the work to be performed by the Contractor pursuant to the Contract.(m) “Subcontractor” means any person or Authority with whom the Bidder or Contractors intends to subcontracts any part of the Services.(n) “Terms of Reference” (TOR) means the document included in the BD as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Contracting Authority and the Contractor, and expected results and deliverables of the assignment. |
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¹ This Information to Bidders section shall not be modified. Any necessary changes to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

- 1. Introduction**
- 1.1 The Contracting Authority named in **the Data Sheet** will select a firm among those listed in the Letter of Invitation, in accordance with the procurement method indicated in **the Data Sheet**, method detailed in the edition of the Guidelines indicated in **the Data Sheet**.
 - 1.2 The shortlisted Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in **the Data Sheet** and presented in details in the Terms of Reference attached as Section 5 of this Bidding Documents. The proposal and the Terms of Reference will be the basis for contract for a signed contract with the successful firm.
 - 1.3 The assignment shall be implemented in accordance with the phasing indicated in **the Data Sheet**. When the assignment includes several phases, the performance of the Bidder under each phase must be to the Contracting Authority's satisfaction before work begins on the next phase.
 - 1.4 The Bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Bidders are encouraged to request the Contracting Authority to provide further information before submitting a proposal and to attend a pre-bid conference if one is specified in **the Data Sheet**. Attending the pre-proposal conference is optional. The Bidders' representative should contact the Contracting Authority at the address stated in **the Data Sheet** or to obtain additional information on the pre-bid conference.
 - 1.5 The Contracting Authority will provide the inputs specified in **the Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
 - 1.6 Please note that (i) the costs of preparing the proposal, including a visit to the Contracting Authority, are not reimbursable as a direct cost of the assignment; and (ii) the Contracting Authority is not bound to accept any of the proposals submitted.
 - 1.7 The Contracting Authority's policy requires that Bidders provide professional, objective, and impartial advice and at all times hold the Contracting Authority's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall

not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Contracting Authority.

- 1.7.1 Bidders will be excluded from the bidding process if it will be in a conflict-of-interest situation as described below:
- (a) Conflict between consulting activities and procurement of goods, works or services (consulting or general). A bidder or a contractor that has been engaged by the Contracting Authority to provide goods, works, or services for the organization, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder or a contractor hired to provide consulting services for the preparation or implementation of a project, and of its affiliates, shall be disqualified from subsequently providing goods, works or general services resulting from or directly related to the contractor's consulting services for such preparation or implementation.
 - (b) Conflict among consulting assignments: Neither, bidders or contractors (including their personnel and sub-Bidders) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder or contractor. For instance, a contractor assisting the Contracting Authority to implement a project shall not be engaged to prepare an independent assessment for the implementation of the same project, or contractors hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
 - (c) Relationship with Contracting Authority Staff: bidders or contractors (including their personnel and sub-contractors) having business or family relationship with a member of the Contracting Authority or its Organs and Institutions directly or indirectly involved in any part of: (i) the preparation of the TOR or Technical Specification of a contract, (ii) the selection process for
 - (d) Such contract, or (iii) the supervision of the contract, may not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Contracting Authority throughout the selection process and the execution of the contract.
- 1.7.2 Since previous or ongoing participation in relation to the assignment by the Bidder, its professional staff, or its affiliates or associates under a contract with the Contracting Authority its Organs and Institutions may result in rejection of the proposal,

the bidders should clarify their situation in that respect with the Contracting Authority before preparing the proposal.

- 1.7.3 Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in **the Data Sheet** and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Contracting Authority whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.
- 1.8 It is the Contracting Authority's policy to require that Contracting Authority Staff as well as Bidders under Contracting Authority financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Contracting Authority:
- (a) defines for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefits or to avoid an obligation;
 - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice"
 - (aa) deliberately destroying, falsifying, altering or concealing material evidence to the investigation or making false statements to investigators in order to materially impede the Contracting Authority , or a governmental or independent investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Contracting Authority or governmental or inspection and audit rights.

(b) It will take the following measures against the bidder recommended for award who has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(i) will reject the bid for award;

(ii) will declare the bidder/the contractor, including its affiliates, ineligible, either indefinitely or for a stated period of time, to become the Contracting Authority's contractor;

(iii) will cancel or terminate any ongoing contract with the bidder /the contractor;

(iv) will request the relevant national authorities to conduct a joint investigation with the Contracting Authority to inspect or carry out audits of the bidder /the contractor' accounting records and financial statements in connection with the contract in question for which it was found guilty of engaging in corrupt, fraudulent, collusive, coercive, or obstructive practices;

(v) will forfeit the bid or performance securities of the bidder /the contractor;

(vi) will suspend any payments due to the bidder/ contractor, under the contract in question or any other contract the bidder/contractor might have with the organization, until the extent of damage caused by the its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contracting Authority's contract are determined and recovered, and

(vii) Will sue the bidder /contractor to recover the damages caused by its engagement in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question, if they are not fully recovered by the securities and the payments otherwise due to the bidder/contractor.

1.9 Neither the shortlisted Bidders nor their personnel or subcontractor shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Contracting Authority in accordance with the above sub para. 1.8 (d).

1.10 Bidders shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this

proposal, and to execute the work if the firm is awarded the contract.

1.11 Without limitation on the generality of this rule, Bidders, and their subcontractors and personnel shall not be hired under the circumstances set forth below:

(a) They are bankrupt;

(b) Payments to them have been suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with their national laws in the total or partial loss of the right to administer and dispose of their property;

(c) Legal proceedings have been instituted against them involving an order suspending payments and which may result, in accordance with their national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of their property;

(d) They have been convicted, by a final judgment, of any crime or offence concerning their professional conduct;

(e) They are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender;

(f) They have been de-barred by the East African Community pursuant to the provisions in the EAC's Procurement Policies and Procedures Manual 2011.

1.11 Only shortlisted Bidders are allowed to participate in this bidding process. If a Bidders is shortlisted as Joint Venture or Consortium, the composition of Joint Venture or Consortium can be changed with prior approval of the CONTRACTING AUTHORITY and only if : (i) is supported by solid and objective arguments, (ii) does not alter the competition, (iii) is not generating a conflict of interest, and (iv) is not invalidating the criteria and conditions in place when the joint venture or consortium was prequalified.

2. Clarification and Amendment of Bidding Documents

2.1 Bidders may request a clarification of any of the Bidding Documents up to the number of days indicated in **the Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Contracting Authority's address indicated in **the Data Sheet**. The Contracting Authority will respond by facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without

identifying the source of inquiry) to all invited Bidders who intend to submit proposals.

- 2.2 At any time before the submission of proposals, the Contracting Authority may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the BD. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited Bidders and will be binding on them. The Contracting Authority may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

Technical Proposal

- 3.1 Bidders are requested to submit a proposal written in the language indicated in the **Bid Data Sheet**. All correspondence between the Bidder and the Contracting Authority shall be in this language.
- 3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this BD in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- (i) If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or subcontract part of the services to other consulting firms, as appropriate. In case of subcontracting this shall be in the limit stated in **the Data Sheet** but under no circumstances shall exceed forty percent (40%) of the total staff-days input. The Bidders are encouraged to seek the participation of regional Bidders when subcontracting part of the assignment. Under no circumstances, the Bidders shall associate with the other short-listed Bidders, or their affiliates, invited for this assignment. Affiliates are the group of companies, firms, associations, etc. where the Bidder or any of the major shareholders owns a minimum of twenty percent (20%) of shares of the share capital. For the same purpose, major shareholder is any legal or physical person who owns no less than twenty percent (20%) of the shares of the Bidder.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-days is given in **the Data Sheet**. The proposal shall, however, be based on the number of professional staff-days estimated by the Bidders.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Terms of Reference, preferably working under conditions similar to those prevailing in the country (ies) of the assignment.
- (v) Alternative professional staff shall not be proposed, and **only one curriculum vitae (CV)** must be submitted for each position.
- (vi) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in **the Data Sheet**. It is desirable that the firm's personnel have a working knowledge of the official languages of the country (ies) of the assignment.

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

- (i) Any comments or suggestions on the Terms of Reference on facilities to be provided by the Contracting Authority and on Standard Form of Contract (Form Tech 2).
- (ii) A description of the methodology and work plan for performing the assignment (Form Tech 3).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech 4).
- (iv) CVs recently signed by the proposed professional staff (Form Tech 5). Key information should include number of years working and positions and responsibilities held in various assignments during the last ten (10) years. To be considered during the evaluation, **the CV shall be accompanied by proof of all stated qualifications and working experience**. The proof qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the contracts signed with them. If the language of these documents is not the English language, they shall be accompanied by a certified translation into English.

- Financial Proposal**
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech 6 and 7).
 - (vi) A detailed description of the proposed methodology, staffing, and monitoring of training, if **the Data Sheet** specifies training as a major component of the assignment.
 - (vii) Any additional information requested in **the Data Sheet**.
- 3.5 The Technical Proposal shall not include any financial information. If financial information is included in the technical proposal this will be automatically disqualified.
- 3.6 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the BD documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. The Reimbursable expense shall cover **only** the cost indicated in **the Data Sheet**. All other cost estimated by the bidders for the execution of the assignment shall be included in the daily fees of the experts.
- 3.7 The Financial Proposal **shall not** include the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law in Tanzania or in the countries of assignment, on the Bidders, the subcontractors, and their personnel (other than nationals or permanent residents of Tanzania), unless **the Data Sheet** specifies otherwise. For this purpose, the bidders', the subcontractors' and their personnel' home countries shall not be considered as countries of assignment.
- 3.8 If so specified in **the Data Sheet**, the Financial Proposal **must** include, without any modification, the amount indicated as fixed reimbursable expenses, to cover for the expenditures already priced by the Contracting Authority (i.e., cost of trainings, cost of study tours, cost of financial audits, cost of equipment, etc).

- 3.9 The total budget available for this assignment, including the taxes indicated at para. 3.7 and the reimbursable expenses indicated at para 3.8, is indicated in the **Data Sheet**. **Financial Proposal exceeding the available budget will be rejected as non-responsive.**
- 3.10 Bidders **must** express the price of their services in the US Dollars. The payment will be made in **US Dollars**, and the Bidder shall bear all the cost and risks implied by the currency exchange. **Financial Proposals expressed in other currencies than the US Dollars will be automatically disqualified.**
- 3.11 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.12 **The Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the professional staff proposed for the assignment. The Contracting Authority will make its best effort to complete evaluation within this period. If the Contracting Authority wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 **An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.**
- 4.3 For each proposal, the Bidders shall prepare the number of copies indicated in the **Data Sheet**. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other

information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**” **Information on the outer and inner envelopes should also include the name of the Bidder and the contract name and reference number.**

- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in **the Data Sheet**. Any proposal received after the closing time for submission of proposals shall automatically rejected and shall be returned unopened to the Bidder.

5. Proposal Evaluation

- General**
- 5.1 From the time the bids are opened to the time the contract is awarded, if any Bidder wishes to contact the Contracting Authority on any matter related to its proposal, it should do so in writing at the address indicated in **the Data Sheet**. Any effort by the firm to influence the Contracting Authority in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Administrative Reviews, is concluded.
- Public Opening and Evaluation of Technical Proposals: Scoring**
- 5.3 The Contracting Authority shall conduct the bid opening in public at the address, date and time specified in **the Data Sheet**. Only the representatives of the bidders and the Evaluation Committee members are allowed to participate in public opening sessions. Any other interested person shall request, in writing, the Contracting Authority Secretariat’s permission to participate in a specific bid opening session.
- 5.4 The bid opening shall commence with the Chairperson the Evaluation Committee reading out the Bidders’ names and the time of arrival of the proposal. A registration number will be given to each proposal. All envelopes shall be opened one at a time, by the Chairperson of the Evaluation Committee, in order of their arrival.
- 5.5 At the opening, only the Technical Proposal envelope shall be opened immediately and checked for compliance with formal submission requirements by the evaluation committee. The Financial Proposal shall remain sealed and deposited in a safe place until all submitted proposals, of technically responsive bids, are opened publicly.

- Public Opening and Evaluation of Financial Proposals: Ranking**
- 5.6 No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 4.5. Only envelopes that are opened and read out at Bid opening shall be considered further.
 - 5.7 The Contracting Authority shall prepare the minutes of the Bid opening that shall include a brief description of the bid opening procedures and its finding as. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the minute shall be distributed to all Bidders who submitted bids in time.
 - 5.8 Once the Bid opening is concluded, the Evaluation Committee, as a whole, and each of its voting members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not More than three per criteria), and point system specified in **the Data Sheet**. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in **the Data Sheet**.
 - 5.9 After the evaluation of quality is completed, the Contracting Authority shall notify those Bidders whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the BD and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Contracting Authority shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
 - 5.10 The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Contracting Authority shall prepare minutes of the public opening.
 - 5.11 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Contracting Authority will cost them and add their cost to the initial price), correct any computational errors, and determine if the total price is within the maximum budget available. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Bidders (and to be paid under the contract,

unless the Bidder is exempted), and estimated as per para. 3.7. **Should the Financial Proposal, after applying any correction or adjustments, exceeds the available budget for the assignment indicated at paragraph 3.9, this shall be automatically disqualified.**

- 5.12 **Once corrections or adjustments have been applied; the Financial Proposal shall be adjusted with the Regional Preference. This implies that a bid offering fifty percent (50%) or more expertise (experts) from the EAC Region will be discounted, for the purpose of evaluation only, will fifteen percent (15%).**

For the purpose of calculation of the percentage of regional expertise, the basis shall be the total number of key staff days allocated to regional experts in the overall allocation of key staff resources proposed by the bidder.

- 5.13 The lowest 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 Data Sheet. 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 Data Sheet**: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be awarded the contract.

6. Negotiations of Contract

- 6.1 The Client, prior to award the contract, may enter into negotiation with the successful bidder in order to confirm the availability of proposed Professional staff, incorporation in the methodology of the aspects for which clarifications were requested during the evaluation and the modification of the schedule of mobilization of the team and submission of deliverables under the contract.
- 6.2 No negotiation on the: (i) composition of the proposed professional staff team, (ii) individual or overall professional staff inputs, (iii) unit or total price, and/or (iv) proposed methodology is allowed.
- 6.3 As far as possible, the negotiation shall be conducted in writing. Only on exceptional circumstances, the Client and the successful shall meet for negotiations. In such case the meeting shall take place at the address indicated in the **Bid Data Sheet**.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, Client will require

assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- 6.5 The negotiations shall be recorded in a minute of the negotiations and be attached as annex to the contract.
- 7. Award of Contract**
 - 7.1 The Bidder who submitted a technical and financial responsive proposal and received the highest combined score, calculated as per formula given in para 5.13 and the Data Sheet, will be awarded the contract.
 - 7.2 After the approval of the Evaluation Report, Contracting Authority will promptly notify other both the success and the unsuccessful bidders about the outcome of the evaluation of the bids.
 - 7.3 In case of the successful bidder, following the notification of award the validity of its offer shall be automatically extended with sixty (60) days.
 - 7.4 No later than thirty (30) days from that date of notification of the recommendation for the award of the contract, the Contracting Authority shall submit to the applicant the contract for the consulting services. The successful bidder shall be given fifteen (15) days to sign the contract to the Contracting Authority. If it fails to do so, the Contracting Authority may consider cancelling the award of the contract.
 - 7.5 The Contractor is expected to commence the assignment on the date and at the location specified in **the Data Sheet**.
- 8. Confidentiality**
 - 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders 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.
- 9. Appeals**
 - 9.1 Short listed Bidders may appeal any of the Contracting Authority's decision taken during the evaluation process by following the procedures described on the Contracting Authority's Policies at the article specified in **the Data Sheet**.

Information to Bidders

DATA SHEET

Clause Reference	Clarifications and/or Amendment to Reference Clause
1.1	The name of the Contracting Authority is EASTECO . The procurement method is: Quality and Cost Based Selection (QCBS) . The Edition of the Contracting Authority's Procurement Manual is: Procurement Manual March 2016 & 2020 revised .
1.2	The name, objectives and description of the assignment are: Consultancy to customize the “FLOOR” enterprise virtual conference platform.
1.3	The assignment is phased: NO .
1.4	A pre-bid conference will be held: NO , but clarifications may be raised and shall be responded to.
1.5	EASTECO will provide all the relevant records and documents concerning the conference.
1.7.3	The Contracting Authority envisages the need for continuity for downstream work: No .
2.1	Clarifications may be requested 2 days before the submission date. The address for requesting clarifications is: procurement@easteco.org The correspondence shall bear the following reference EAC/ESTECO/RFPs/007/2021 .
2.2	<u>Any clarification(s) or addendum/a shall be posted in the EASTECO website. Bidders are therefore advised to regularly check on the said website: i.e. www.easteco.org, up to a day before closing date.</u>
3.1	The language of the bidding process is: ENGLISH . Any supporting documents that are part of the bid shall be issued in English. If the original documents are written in a language other than English, they shall be accompanied by an original certified translation into English. The cost of the translation shall be borne by the bidders. In case of discrepancies between the original language and the language of translation, the language of translation shall prevail.
3.3	(i) The Bidder SHOULD NOT sub-contract any portion of the assignment. (ii) The estimated number of professional staff – days required for the assignment is: 60 man-days, spread over a period of Two calendar months . (iii) Reports that are part of the assignment must be written in the following language(s): English.
3.4	(vi) Training is a specific component of this assignment: YES .
3.6	Any reimbursable costs should be included in the financial proposal and their appropriateness, quantities, unit and total costs shall be negotiated, in accordance with the EAC policies on such expenditures.
3.7	Taxes: The Consultant should pay the income tax on the professional fee/remuneration as per their Country's tax law & regulations .
3.12	Proposals must remain valid for 90 days from the opening date .
4.3	The e-proposal should be dully filled, stamped, signed and scanned and sent in PDF. Hard version proposals should be delivered to the address provided before the deadline given.
4.4	The proposal submission address is: The Secretary, EASTECO Procurement Committee, 5TH floor, Queensland House, Kacyiru, Kigali; email: tenders@easteco.org
4.5	Both Technical and Financial Proposals must be submitted no later than the following date and time: Thursday 3RD December 2021 at 3 PM East African Time, or 2 PM Rwanda Time .

5.1	The address to send information to EASTECO is: The Secretary, EASTECO Procurement Committee, Queensland House, Kacyiru, Kigali; EMAIL: procurement@easteco.org
5.3	The opening of the Technical proposals will be held at: EASTECO Offices on Thursday 3RD December 2021 at 3 PM East African Time, or 2 PM Rwanda Time.
5.8	<p><u>EVALUATION CRITERIA:</u></p> <p>A. <u>Preliminary/mandatory criteria:</u></p> <ol style="list-style-type: none"> 1) Certificate of Registration/Incorporation of the firm/consortium of firms. 2) Submission of duly filled, stamped and signed <u>Technical Proposal</u> and <u>Financial Proposal</u>, using their respective submission forms as provided (FORM TECH-1 and FORM FIN-1). Each proposal should be submitted separately. 3) <u>CVs</u> of the proposed Lead Consultant and one other Consultant for this assignment <u>in the format provided (FORM TECH-5)</u>, together with <u>Copies of RELEVANT academic and professional certificates and testimonials</u>. 4) At least three (3) Copies of Contracts or Orders or Official Appointment letters for similar assignments and magnitude done by the Consultant during the last 5 years. 5) EACH copy of contracts or appointment letter in (4) above MUST be accompanied by their corresponding Official Referee letter OR Completion letter/certificate as evidence of having SUCESSIFULLY carried out the three (3) assignments. 6) Applications lacking any of the above documents shall not be considered further. <p>B. <u>Technical evaluation criteria:</u></p> <p>2.1. Detailed and satisfactory <u>Understanding of the ToR – 10 marks.</u></p> <p>2.2. Proposed <u>Methodology/approach & work plan for precise, quality & innovative services –</u></p> <ul style="list-style-type: none"> • Methodology/approach = 35 marks; • Work plan (<i>FORM TECH 3</i>) = 5 marks; • Total = 40 marks. • Minimum qualifying score = 25/40 marks. <p>2.3. <u>Specific experience of the firm or consortium of firms related to this assignment:</u></p> <ol style="list-style-type: none"> (i) Experience on designing and development of customer software license applications. (ii) Experience in customization of “FLOOR” software shall be an added advantage. (iii) Have the capacity to train EASTECO staff on the operations of the customized software application and provide after sale services. (iv) The firm should be able to offer the following Product and Services: Marketing and Brand Building, CRM dashboard and Virtual event hosting Platform application. (v) The consultant will deploy skills and tools of custom software development such as application customization, application modernization and application management. <p>2.3.1: Evidence of having undertaken similar services must be provided:</p> <p>At least Three copies of Contracts OR Orders of <u>SIMILAR assignments</u> from your current</p>

or past Clients during the last five years = **15 marks**;

- **4 to 6 Contracts/Orders = 20 marks;**
- **Above 6 Contracts/Orders = 25 marks.**

2.3.2. For each of the Contract/Order under 2.3.1. above,

A corresponding official Referee letter from your current or past Clients addressed to EASTECO must be provided;

OR

A corresponding Certificate of Completion from your current or past Clients = **15 marks**;

- **4 to 6 Referee letters or Completion certificates = 20 marks;**
- **Above 6 Referee letters or Completion certificates = 25 marks.**

Total score = 50 marks. Minimum qualifying score for shall be **35/50 marks**.

2.4. Qualification and experience of the proposed Key Staff :

2.4.1. Names of the proposed Lead Consultant and one other Consultant for this assignment and CLEARLY specify their individual task(s). Use the FORM TECH 4 provided below. – **3 marks each, total = 6 marks.**

2.4.2. The above Lead Consultant and one other Consultant must have a minimum of the following qualifications and experience, clearly indicated by their academic and professional certificates & testimonials:

2.4.2.1 At least a Diploma in computer science, information systems, software engineering or any other I.C.T. related discipline = **7 marks**;

2.4.2.2. Relevant Bachelor's degree will be an added advantage = **3 marks**;

2.4.2.3. Solid understanding of the concepts of user experience, user interface design principles and conceptual design = **5 marks**.

2.4.2.4. Expert knowledge in HTML, CSS and JavaScript = **5 marks**.

2.4.2.5. Knowledge of Bootstrap, jQuery and AngularJS = **5 marks**.

2.4.2.6. Knowledge of industry-standard design tools such as Adobe Photoshop, Illustrator and Dreamweaver = **5 marks**.

2.4.2.7. Knowledge of the Content Management System, particularly with respect to page template design, will be considered an asset = **5 marks**.

2.4.2.7. Eye for design and attention to details are essential = **5 marks**.

Total = 40 marks for each Consultant, total = 80 marks. Minimum qualifying score for each Consultant shall be 25/40 marks.

- Maximum score under technical evaluation = **140 marks**.
- Minimum total qualifying score under technical evaluation = **105/140 marks**, i.e. **75%**.

NOTE: Provide detailed 3-page C.V.s, ONLY in the format provided as FORM TECH 5 below, PLUS copies of educational and professional certificates & testimonials.

5.13	The formula for determining the financial scores is the following: [Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]. The weights given to the technical and Financial Proposals are: T= 0.75 , and P= 0.25
6.3	The negotiations of the contract shall be held virtually via Ms. Teams .
7.5	The expected date to commence the assignment shall be immediately upon signing of the contract by the both parties and issuance of the same to the Firm.

Section 3. Technical Proposal Submission Form

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To: The Executive Secretary, EASTECO

We, the undersigned, offer to **customize the “FLOOR” enterprise virtual conference platform**, in accordance with your Bidding Document dated *[insert the date]* and our Proposal. We are hereby submitting our Technical Proposal.

Our Proposal is binding upon us and subject to the modifications resulting from correction and clarification made during the evaluation process, for a period of *[insert the number of days]* from the deadline for submission of the bid, as indicated in the Data Sheet reference to clauses 3.12 and 4.5.

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

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

E-mail:

**FORM TECH-2 DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (**max. 5 pages, inclusive**) divided into the following three chapters:

- a) *Technical Approach and Methodology,*
 - b) *Work plan*
 - c) *Organization and Staffing,*
- a) *Technical Approach and Methodology.* In this chapter you should explain your understanding of the objectives of the assignment (see the ToRs below), 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 issues 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.
- b) For your work plan, use FORM TECH-3 provided below.
- c) *Organization and Staffing.* In this chapter you should propose the structure and composition of your team, i.e. Names of the proposed Lead Consultant and one other Consultant for this assignment and CLEARLY specify their individual task(s). USE ONLY THE FORM TECH-4 GIVEN BELOW FOR THAT PURPOSE..

FORM TECH-3 WORK PLAN

Nº	Activity ¹	Days/Weeks ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

¹ Indicate all main activities of the assignment, including delivery of reports and other benchmarks such as Procuring Entity's approvals.

² Duration of activities shall be indicated in the form of a bar chart

FORM TECH - 4 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional / Managerial / Key Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

FORM TECH - 5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL/MANAGERIAL / KEY STAFF¹

Proposed role in the project: *[insert the name of the position and indicate the key position]*

1. **Family name:** *[insert the name]*
2. **First names:** *[insert the names in full]*
3. **Date of birth:** *[insert the date]*
4. **Nationality:** *[insert the country or countries of citizenship]*
5. **Civil status:** *[insert: married/ divorced/single/ widower]*
6. **Contract details:**
Address: *[insert the physical address]*
Phone: *[insert the phone and mobile no.]*
E-mail: *[insert the email]*
8. **Education:**

Institution: [Date from – Date to]	Degree(s) or Diploma(s) or Certificates obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

7. **Language skills:** (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

¹ The CV above must not exceed five (3) pages

- 8. Membership of professional bodies:** *[indicate the name of the professional body]*
- 9. Other skills:** *[insert the skills]*
- 10. Present position:** *[insert the name]*
- 11. Years of experience:** *[insert the no]*
- 12. Key qualifications:** (Relevant to the assignment)
[insert the key qualifications]
- 13. Specific experience in the region:**

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

14. Professional experience ²:

Date from – Date to	Location of the assignment	Company& reference person (name & contact details)	Position	Description
[indicate the month and the year]	[indicate the country and the city]	<i>Name of the Company:</i> <i>Address of the company:</i> <i>Phone:</i> <i>Fax:</i> <i>Email:</i> <i>Name and title of the reference person from the company:</i>	[indicate the exact name and title and if it was a short term or a long-term position]	<i>Name of the contract:</i> <i>Beneficiary of the contract:</i> <i>Brief description of the contract:</i> <i>Responsibilities:</i>
[indicate the month and the year]	[indicate the country and the city]	<i>Name of the Company:</i> <i>Address of the company:</i> <i>Phone:</i> <i>Fax:</i> <i>Email:</i> <i>Name and title of the reference person from the company:</i>	[indicate the exact name and title and if it was a short term or a long-term position]	<i>Name of the contract:</i> <i>Beneficiary of the contract:</i> <i>Brief description of the contract:</i> <i>Responsibilities:</i>
[indicate the month and the year]	[indicate the country and the city]	<i>Name of the Company:</i> <i>Address of the company:</i> <i>Phone:</i> <i>Fax:</i> <i>Email:</i> <i>Name and title of the reference person from the company:</i>	[indicate the exact name and title and if it was a short term or a long-term position]	<i>Name of the contract:</i> <i>Beneficiary of the contract:</i> <i>Brief description of the contract:</i> <i>Responsibilities:</i>

² Only key information about the positions and the responsibilities held in various assignments during the last Five (5) years should be included.

Section 4. Financial Proposal Submission Form

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

To: The Executive Secretary, EASTECO

We, the undersigned, offer to provide the consulting services to **develop the East African Regional STI Indicators and web-based electronic database**, in accordance with your Bidding Document dated *[insert the date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of US\$ *[insert the amount in words and figures]*. This amount is inclusive of the taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law in my country.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from correction and clarification made during the evaluation process, up to expiration of the validity period of the Proposal.

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

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

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

We remain,

Yours sincerely,

Name and Title of Signatory:

Name of Firm:

Address:

Phone:

Facsimile:

E-mail:

FORM FIN- 2 SUMMARY OF COSTS

Cost component	Quantity	Unit Cost	Total Cost
		(US\$)	(US\$)
Remuneration			
Taxes			
Total			

FORM FIN- 3 BREAKDOWN OF REMUNERATION

Name	Position	Input (in staff days)	Staff-daily Rate (in US\$)	Total (in US\$)
		(a)	(b)	(c) = (a) X (b)
Experts/ Staff Members				
		[Home] [number] [Field] [number]	[Home] [amount] [Field] [amount]	[Home] [amount] [Field] [amount]
[name]	[position in the contract]	[Home] [number]	[Home] [amount]	[Home] [amount]
		[Field] [number]	[Field] [amount]	[Field] [amount]
TOTAL RENUMERATION				

Section 5 - TERMS OF REFERENCE

1.0 Introduction

The East African Community (EAC) is a regional inter-governmental organization comprising the Republics of Burundi, Kenya, Rwanda, South Sudan, the United Republic of Tanzania, and the Republic of Uganda. The aim of the Community is to foster Regional Integration and socio-economic development among Partner States through development of policies and programs to widen and deepen co-operation in political, economic, social and cultural fields including science, technology and innovation. The Treaty for the Establishment of the East African Community recognizes Science and Technology as a key driver for sustainable socio-economic development. It explicitly provides for the Partner States to promote and support cooperation in the development and application of science and technology within the Community in Articles 5, 12 and 103.

The 5th Extra-ordinary Summit of the EAC Heads of State held on 18th June 2007 established the East African Science and Technology Commission (EASTECO) as an institution of the EAC, in response to the provisions of the Treaty. The Protocol establishing EASTECO defines the overall objective of the Commission as to promote and coordinate the development, management and application of science and technology in Partner States to support regional integration and socio-economic development.

EASTECO has over 10-20 regional and national meetings annually. These meetings gather large number of stakeholders. Hosting physical meetings and events in the region has been affected by COVID-19 and EASTECO has devised means for major adjusting. Following EAC Council of Ministers directive that all meeting and events be organized in a hybrid manner (Few attend physical and many virtually). EASTECO will continue to fulfil its mandate and implement its activities as the Protocol establishing without being disrupted by Covid-19 pandemic.

EASTECO has procured Floor Enterprise License software and it's against this background that EASTECO seeks to customize this floor virtual conference platform for events and branded EASTECO. The consultant will design, create, deploy and maintain the floor software for a specific set of EASTECO users and functions.

2.0 Objective

To customize floor virtual conference platform Enterprise License for events and branded EASTECO. The consultant will design, create, deploy and maintain the floor software for a specific set of EASTECO users and functions.

3.0 Tasks for technical software license customization

- 1- Submit an inception report with detailed work plan and schedule of tasks and corresponding deliverables. The report should also indicate the detailed floor customized detailed requirements definition and system Architectural design.
- 2- The consultant should customize the floor software license and rebranded to EAC and EASTECO with the following features;

- i. Email customized labelling - this would ensure that our users get the emails with our event Branding and monitoring email response rates.
 - ii. Custom Button re-labelling- to ensure EASTECO can name the Menu tabs as per our event requirement and user preferences.
 - iii. White Glove Support- Dedicated Account Manager for Priority support, moving forward we are streamlining the process a bit and as per SLA the Premium plans would have limited support hours.
 - iv. Third-party stream in using RTMP - in case we want to broadcast an event from Zoom or any other solution on the sessions, you can add this feature.
 - v. Advanced Analytics - Data comes as an important aspect in Virtual events and consultant to ensure that we get all important details in advanced analytics right in the dashboard.
 - vi. Scheduling & Matchmaking Solutions. Matchmaking solutions that would ensure EASTECO to share recommendations and pre-schedule meetings for our participants
 - vii. Additional Templates in Layout Map for Enterprise users for a better event aesthetics and user experience.
- 3- During the customization, FLOOR branding should be removed from almost all front-end and rebranded - Custom Event url, Streaming Sponsor Branding, Stream Logo (no floor), and T&C customization.
 - 4- Modifying COTS applications to support individual requirements and maintaining the viability of EASTECO's custom software to meet evolving user demands.
 - 5- The consultant will customize the software by supporting tasks like rebranding, updating, performance and availability optimization, and service desk functions.
 - 6- The consultant will carry out Floor Custom software development to help meet unique requirements at a cost competitive with maintaining and modifying floor software. The consultant will consider the following floor software benefits: efficiency, Scalability, Lower integration costs, Profitability and Independence.
 - 7- Train EASTECO staff on the use, operational and maintenance of the customized floor software.
 - 8- Pilot test customized floor software with meeting participants.
 - 9- Develop a Standard Operating Procedures Manual of the customized floor software use.
 - 10- Present the customized floor software to EASTECO staff.
 - 11- Provide technical, user support and maintenance after services after commissioning.

4.0 Deliverables

4.1 List of reports and schedule of deliverables

The assignment will be carried out in **sixty (60) man-days** spread over **2 months (60) calendar days**

<i>Time</i>	<i>Deliverable</i>	<i>Submission</i>
Man-days	Contract signed and issued to the Consultant.	
<u>Day 7</u>	<p>Inception Report which shall contain:</p> <ul style="list-style-type: none"> i. The understanding of assignment, comments on the ToR, a refined approach & methodology, the updated work plan, floor customized detailed requirements, definition and system Architectural design. ii. Meeting with client will be held 3 days after submission to discuss the report. <p>The consultant will present the inception report to EASTECO experts for validation and approval.</p>	Inception report submitted within 7 calendar days post contract signing.
<u>Day 20</u>	<p>Floor Customization Interim Report including;</p> <ul style="list-style-type: none"> i. Email customized labelling - this would ensure that our users get the emails with our event Branding and monitoring email response rates. ii. Custom Button re-labelling- to ensure EASTECO can name the Menu tabs as per our event requirement and user preferences. iii. White Glove Support- Dedicated Account Manager for Priority support, moving forward we are streamlining the process a bit and as per SLA the Premium plans would have limited support hours. iv. Third-party stream in using RTMP - in case we want to broadcast an event from Zoom or any other solution on the sessions, you can add this feature. v. Advanced Analytics - Data comes as an important aspect in Virtual events and consultant to ensure that we get all important details in advanced analytics right in the dashboard. vi. Scheduling & Matchmaking Solutions. Matchmaking solutions that would ensure EASTECO to share recommendations and pre-schedule meetings for our participants vii. Additional Templates in Layout Map for Enterprise users for a better event aesthetics and user experience. 	Interim report submitted within 20 calendar days post contract signing.

<u>Day 40</u>	i. Pilot test customized floor software with few meeting participants ii. Present the pilot to EASTECO staff	Present the pilot online database submitted within 40 calendar days post contract signing.
<u>Day 60</u>	Handover of the functional customized floor software; i. Present and commission the completed customized floor software to EASTECO; ii. Present the Standard Operating Procedures Manual of the customized floor software use. iii. Submission of the customized floor software training report upon completion of the Training.	Functional Online Webpage & data base submitted within 60 calendar days post contract signing.

4.2 Responsibilities of the Consultant

Responsibilities of the Consultant will include: (i) preparation of the program of work; (ii) ascertaining the work is carried out in a professional and ethical manner and to the required standards; (iii) holding discussions and consultations with the Client (EASTECO)

4.3 Responsibilities of the Client

Responsibilities of the Client (EASTECO) will include:

- (i) Provision of relevant reports, data and documentation for the assignment as and where available – however the Consultant has the ultimate responsibility for collecting the required data and documentation which cannot be made availed by the Client;
- (ii) Making comments on work progress, collection of comments from 10Times Ltd and submission of all the comments to the Consultant.
- (iii) Facilitate meetings with relevant EASTECO and 10Times Ltd.

The EASTECO Secretariat is responsible for ensuring that the Consultant performs his/her duties in an efficient manner. The consultant shall be responsible to the Executive Secretary of the EASTECO on a day to day basis. The day-to-day assignment and contact will be managed through the Principal Officer, Innovation, technology acquisition and development (POITAD), to whom the consultant will report directly. The Secretariat will assist in making appointments with partners and stakeholders for meetings, the workshop and all other undertakings relevant to this consultancy.

Deliverables

- i. Customized floor Software
- ii. Trained 2 EASTECO staff
- iii. Tested and commissioned of floor Software
- iv. Final Floor software customized Report
- v. Plan for Customer support & Technical support for 1 year.

5.0 QUALIFICATIONS

5.1 Qualifications of the Firm/Consortium of firms:

- i. Experience on designing and development of customer software license applications.
- ii. Experience in customization of “FLOOR” software shall be an added advantage.
- iii. Experience on designing, and development of customer software license applications (Attach 3 certificates of completion and contracts)
- iv. Have the capacity to train EASTECO staff on the operations of the customized software application and provide after sale services.
- v. The firm should be able to offer the following Product and Services: Marketing and Brand Building, CRM dashboard and Virtual event hosting Platform application.
- vi. The consultant will deploy skills and tools of custom software development such as application customization, application modernization and application management.

5.2 Technical Skills and Expertise of the proposed staff.

- i. Solid understanding of the concepts of user experience, user interface design principles and conceptual design.
- ii. Expert knowledge in HTML, CSS and JavaScript.
- iii. Knowledge of Bootstrap, jQuery and AngularJS.
- iv. Knowledge of industry-standard design tools such as Adobe Photoshop, Illustrator and Dreamweaver.
- v. Knowledge of the Content Management System, particularly with respect to page template design, will be considered an asset.
- vi. Eye for design and attention to details are essential.

6. CONTRACT DURATION & LOCATION:

The assignment will be carried in **sixty (60) man-days** spread over **2 month (60) calendar days**, expected to begin on **December 2021**. The Consultant will be based at their own work station and shall work virtually in consultation with EASTECO.

7. PAYMENT SCHEDULE:

7.1. 30% of contract value: upon successful submission of the inception report on the 7th man-day, as indicated on deliverable Table 4.1 above.

7.2. 30% of the contract value: upon successful submission of the Customized floor Software reports and operational manual on the 20th man-day, as indicated on deliverable Table 4.1 above.

7.3. 40% of the contract value: upon successful submission of the Functional customized floor software on the 60th man-day, as indicated on deliverable Table 4.1 above.

8. EASTECO shall make payment within 30 days of invoicing, upon submission and acceptance of specified deliverables, with complete documentation and appropriate Invoicing. The Invoice should contain accurate bank account details of the Consultant.

Section 6 – General Conditions of the Contract. Find these attached as a Separate Folder (**Annex One**).

Section 7 – Special Conditions of the Contract:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contracting Authority's country is Rwanda .
1.1 (b)	The Contracting Authority is: <i>EASTECO</i>
1.1 (c)	The Contractor is:
1.6	<p>The addresses are: Contracting Authority City: Kigali. Country: Rwanda Attention: Acting Executive Secretary. Email : easteco@eachq.org and fmuyambi@eachq.org</p> <p>Contractor: Attention : Email :</p>
1.9.1	<p>The Authorized Representatives are: Acting Executive Secretary.</p> <p>For the Contracting Authority: The Task Manager is Principal Officer Innovation, Technology Development and Acquisition.</p> <p>For the Contractor: The Project Director is <i>[insert the name, title, department organization]</i></p>
1.9.2	The Contracting Authority delegates to the Task Manager the following authority under this Contract: to be decided.
1.9.4	The Contractor delegates the Project Director the following authority under this Contract: <i>[list the authority of the Project]</i>
2.1	The effectiveness conditions are the following: <i>Issuance of the contract to the Consultant, upon being signed by both parties</i> .
2.2	The time period shall be 60 man-days, spread over 2 calendar months.
3.5	The risks and the coverage shall be as follows: N/A.

3.9	The Contractor shall not use this documents/records/information and the software for purposes unrelated to this Contract without the prior written approval of the EASTECO.
4.6	The person designated as resident Project Director in Appendix B shall serve in that capacity, as specified in Clause GC 4.6.
5.1(g)	EASTECO will provide relevant project data/records/reports and other facilitations for the performance of the duties under this assignment.
6.2	<p>6.2 (a) (i) The payment schedule is the following:</p> <ul style="list-style-type: none"> • 30% of contract value: upon successful submission of the inception report on the 7th man-day, as indicated on deliverable Table 4.1 above. • 30% of the contract value: upon successful submission of the Customized floor Software reports and operational manual on the 20th man-day, as indicated on deliverable Table 4.1 above. • 40% of the contract value: upon successful submission of the Functional customized floor software on the 60th man-day, as indicated on deliverable Table 4.1 above.
6.4(c)	The account is: [insert the bank account details]
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Arbitrators. Dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, EACJ's rules of arbitration shall apply.