

**NORTHERN CORRIDOR TRANSIT AND
TRANSPORT COORDINATION AUTHORITY**



REQUEST FOR PROPOSALS

CONSULTANCY SERVICES

*Evaluation of the status and impact of implementation of Single
Customs Territory in the clearance of goods along the Northern
Corridor*

8 November 2022

INVITATION TO TENDER

NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY (NCTTCA) intends to procure consulting services for the *Evaluation of the status and impact of implementation of Single Customs Territory in the clearance of goods along the Northern Corridor* for which this Request for Proposals (RFP) is issued.

NCTTCA now invites Consulting Firms or individual Consultants to provide Technical and Financial Proposals for the following Services: ***Evaluation of the status and impact of implementation of Single Customs Territory in the clearance of goods along the Northern Corridor.*** More details on the services are provided in the Terms of Reference (TOR) herein.

The Consulting Firm or individual consultants will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

Deadline of submission of proposals is **15 December 2022 at 23:59 hrs.** Late Proposals shall not be accepted.

NCTTCA reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Consulting Firms.


Omae NYARANDI
EXECUTIVE SECRETARY



Table of Contents

Section I - Instructions to Consulting Firms/Individual Consultants.....	4
Section II – Technical Proposal Standard Forms	17
Section III. Financial Proposal - Standard Forms	26
Section IV. Terms of Reference.....	32

Section I - Instructions to Consulting Firms/Individual Consultants

1. Introduction

- A Consulting firm or an individual Consultant can submit proposal. The consultant may at his/her own discretion engage some team members to work with him/her to deliver the final product. In this case, the consultant:
- remains fully and solely responsible for and accountable to NCTTCA for the timeliness and quality of all the outputs delivered.
- submits a technical proposal reflecting, among others, the CVs of the professional team members indicating their experience and track records in similar undertakings. The technical proposal must specify the Team Leader and work assignment for each consultant.
- submits a financial offer with an all-inclusive price occurred to deliver the final product(s) with break-down detail cost for each consultant.
- Consulting firms, institutions, organizations can submit proposals (both technical and financial) with CVS of the proposed team.
- The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm/Individual Consultant.
- Consulting Firms/Individual Consultants should familiarize themselves with local conditions and take them into account in preparing the proposal. Consulting Firms/Individual Consultants are encouraged to attend a pre-proposal conference.
- The Consulting Firm's/Individual Consultant's costs of preparing the proposal and of negotiating the contract, are not reimbursable as a direct cost of the assignment.
- Consulting Firms/Individual Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the NCTTCA.
- NCTTCA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/Consulting Firms.
- NCTTCA shall provide at no cost to the Service Provider/Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports (see Section V. Terms of Reference).

- Consulting Firms/Individual Consultants interested in bidding for this assignment should register with the NCTTCA Secretariat on procurement@ttcanc.org to facilitate easier communication.

2. Corrupt, Fraudulent, and Coercive Practices

2.1 NCTTCA Policy requires that all NCTTCA Staff, bidders or suppliers, observe the highest standard of ethics during the procurement and execution of all contracts. NCTTCA shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is established that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this policy, NCTTCA defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of

another or influence the decisions of the NCTTCA/procuring Entity regarding this bidding process;

- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, NCTTCA may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Consulting Firms/Individual Consultants who have acknowledged the Letter of Invitation by registering through procurement@ttcanc.org.
- 4.2. Consulting Firms/Individual Consultants may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to NCTTCA at the address indicated in the invitation at least *(7) calendar days* before the set deadline for the submission and receipt of Proposals. NCTTCA will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A bidder's Proposal shall have two (2) components:
 - a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Bidder and NCTTCA, shall be in *English*. All reports prepared by the contracted Service Provider/Consulting Firm shall be in *English*. The final Report will, however, be produced in both English and French.
- 5.3 The bidders are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Bidders must give particular attention to the following:
 - a) If a service provider deems that they do not have all the expertise for the assignment, they may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint

venture or sub-consultancy, as appropriate. Consulting Firms/ Individual Consultants may associate with the other consultants invited for this assignment or enter into a joint venture with consultants not invited, only with the approval of NCTTCA. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. The consortium must submit together with their proposal a letter of agreement signed by authorized representatives of both parties indicating (i) who will sign the contract with NCTTCA (ii) who is responsible for the receipt of the payments; and (iii) statement that none of the consortium members will hold NCTTCA liable for any dispute among the members.

- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) 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.
- d) Proposed professional staff must, at a minimum, have the experience of at least *Five years*, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TECH 1 to TECH 6 (Section III).

- a) A brief description of the Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TECH-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TECH-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TECH-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team member (TECH-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TECH-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.

- e) A time schedule estimate of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TECH-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan (TECH-7).
- g) A detailed description of the proposed methodology and staffing for training of NCTTCA Staff as specified in this RFP.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, NCTTCA may either: a) reimburse the Service Provider/Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4 Consulting Firms shall express the price of their services in *United States Dollars (USD)*.
- 7.5 The Financial Proposal shall be valid for *90 calendar days*. During this period, Consulting Firm is expected to keep available professional staff for the assignment. NCTTCA will make its best effort to complete negotiations and determine the award within the validity period. If NCTTCA wishes to extend the validity period of the proposals, the Service Provider/Consulting Firm has the right not to extend the validity of the proposals.

8. Evaluation of Proposals

- 8.1 After the Proposals have been submitted to the NCTTCA and during the evaluation period, Consulting Firms/Individual Consultants that have submitted

their Proposals are prohibited from making any kind of communication with any NCTTCA member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Consulting Firms to influence NCTTCA in the examination, evaluation, ranking of Proposals, and recommendation for the award of contract may result in the rejection of the Consulting Firm's Proposal.

9. Technical Evaluation & Financial Evaluation

INSTRUCTIONS TO TENDERERS
Name of the Client: NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY
Financial Bid to be submitted together with Technical Proposal: YES, BUT IN SEPARATE FILES. THE FINANCE BID IN PDF SHOULD BE PASSWORD PROTECTED. ONCE THE FIRM HAS QUALIFIED IN TECHNICAL, NCTTCA WILL NOTIFY AND REQUEST THE PASSWORD.
Name of the assignment is: Evaluation of the status and impact of the implementation of Single Customs Territory in the clearance of goods along the Northern Corridor
The Client's representative is: Executive Secretary , Address: 1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya. Email procurement@ttcanc.org
The Proposal Validity Period shall be: 90 days
Clarifications may be requested not later than: 7 (seven) days before the submission date.
The address for clarification on bid document: procurement@ttcanc.org
Bidders must submit prices exclusive of taxes as the institution is tax exempt

INSTRUCTIONS TO TENDERERS

Prices quoted shall be in US Dollars

The BID will be sent by email to procurement@ttcanc.org as 2 separate files. The Financial bid shall be in PDF and with its password protected.

The Proposal submission will be by **Email:** procurement@ttcanc.org

Proposals must be submitted no later than the following date and time:

15th December 2022 at 23:59. Late Proposals shall not be accepted.

Attendance at Opening:

Due to COVID-19 protocols and restrictions, the bidders will not attend the opening of the bids.

Proposal Evaluation Process

Evaluations will follow a 3-step process:

- i. Step 1: Preliminary Evaluation
- ii. Step 2: Technical Proposal Evaluation
- iii. Step 3: Financial Proposal Evaluation

Proposals will be evaluated as follows:

- i. **Step 1:** Completeness of the proposal
- ii. **Step 2:** Technical Proposal Evaluation: Proposals will be evaluated against the criteria set out below. The financial proposal for bidders whose Technical Proposals are evaluated as scoring a minimum score of 80% will be eligible for Financial Proposal Evaluation.
- iii. **Step 3:** Financial Proposal Evaluation: Financial Proposals will be evaluated according to the criteria set out below.

Step 1: Preliminary Evaluation

The Procuring Entity will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally

INSTRUCTIONS TO TENDERERS

in order. Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as **not substantially responsive** will **be rejected** by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Step 2: Evaluation of Technical Proposal

Technical proposals will be evaluated using the following criteria (see detailed evaluation below)

- a) the approach in responding to the **TOR** and **the detailed work plan (40 points)**
- b) the **qualifications and competence of the personnel** proposed for the assignment for a total **(of 60 points)**

The personnel will be rated in accordance with the qualifications set out in the TOR and evaluation criteria.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of **80%** of the obtainable score of **100 points** in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference(TOR).

Any **proposed consultant** given less than **50%** of the points obtainable will be deemed as non acceptable and will have to be replaced if the firm is selected without increasing its financial proposal. If a firm scores **50%** or less of the total points for the personnel component, it will be disqualified.

Step 3: Evaluation of Financial Proposal

Arithmetical errors will be rectified on the following basis: 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. If the Offer or does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Maximum **100 points** will be given to the **lowest offer** and the other financial proposals

INSTRUCTIONS TO TENDERERS

will receive the points inversely proportional to their financial offers.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:

$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Technical and Financial Weights

Technical proposal weight: **80%**

Financial proposal weight: **20 %**

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 80, and
P = 20

Proposals are ranked according to their combined technical (Ts) 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) as follows: $S = Ts \times T\% + Sf \times P\%$.

Proposal obtaining the highest points (**technical points + financial points**) will be selected.

TECHNICAL EVALUATION CRITERIA

Evaluation items	Points
Personnel	60
Technical proposal	40
Total	100

Technical Proposal Evaluation		Maximum Points	Score
Form 1- Personnel Competencies			
A. Customs Expert		30	
1	Masters degree in international trade, Business Administration, Economics or related field. On top of that, having a background in International Law would be an added advantage.	10	
2	<u>Relevant experiences/knowledge</u>		
2.1	A minimum of 10 years' experience in customs or international trade practice;	6	
2.2	In-depth understanding of transit management systems, preferably with direct experience in corridor management;	4	
2.3	Knowledge of customs management systems used in the Northern Corridor, i.e. ASYCUDA & SIMBA (ICMS);	4	
2.4	Previous related working experience in East Africa is an added advantage;	4	
2.5	Fluent in English language with a working knowledge of French language.	2	
B. IT expert – Systems Analyst		30	
1	Masters degree in Information Technology or related field	10	
2	<u>Relevant experiences/knowledge</u>		
2.1	Knowledge of systems enterprise and infrastructure architecture design and deployment.	2	
2.2	Experience in web based technologies and development of distributed multi-user systems.	2	

Technical Proposal Evaluation		Maximum Points	Score
2.3	Knowledge of telecommunication network infrastructure, GIS/GPS based tracking platforms.	2	
2.4	A good understanding of the key issues pertaining to transit and transport facilitation such as legal, logistical, security, institutional and infrastructural parameters;	2	
2.5	Experience in implementing trade facilitation and cargo integrity IT solutions.	2	
2.6	Previous related working experience in East Africa or COMESA space is an added advantage	2	
2.7	Fluent in English with a working knowledge of French.	2	
	Sub-Total	60	

Form 2 – Technical proposal

	Proposed methodology		
2.1	Understanding of the objectives of the assignment	10	
2.2	Understanding of the difficulties/challenges of the tasks	10	
2.3	Approach/methodology for carrying out the task and obtaining expected outputs	10	
2.4	Implementation plan	10	
	Sub-Total	40	

Technical Proposal Evaluation	Maximum Points	Score
Total	100	

10. Negotiations

- 10.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is **13th of January 2023**.
- 10.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Consulting Firm/Consultant; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by NCTTCA; e) Discussion on the financial proposal submitted by the Consultant; and f) Provisions of the contract. NCTTCA shall prepare minutes of negotiation which will be signed both by NCTTCA and the Consultant.
- 10.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) 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.
- 10.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, NCTTCA expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, NCTTCA shall require assurances that the experts shall be actually available. NCTTCA will not consider substitutions during contract negotiation for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Consulting Firm/Consultant may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 10.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 10.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, NCTTCA and the Consulting Firm/Consultant shall initial the agreed Contract. If negotiations fail, NCTTCA shall invite the second ranked Consulting Firm/Consultant to negotiate a contract. If negotiations still fail, the NCTTCA

shall repeat the process for the next-in-rank Consulting Firms until the negotiation is successfully completed.

11. Award of Contract

- 11.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the NCTTCA shall promptly notify other Consulting Firms/Consultants on the shortlist that they were unsuccessful. Notification will also be sent to those Consulting Firms/Consultants who did not pass the technical evaluation and NCTTCA shall return their unopened Financial Proposals.
- 11.2 Consultant Firm/Individual Consultant is expected to commence the assignment **latest on 23rd of January 2023.**

12. Confidentiality

- 12.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of NCTTCA's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TECH-1: Technical Proposal Submission Form

[Location, Date]

To: *[Executive Secretary, NCTTCA]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for ***Evaluation of the status and impact of implementation of Single Customs Territory in the clearance of goods along the Northern Corridor*** in accordance with your Request for Proposal (RFP) dated *8th November 2022* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If ***negotiations*** are held after 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 ***acknowledge*** and accept NCTTCA's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with NCTTCA as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm (where applicable):

Address:

TECH – 2: Consulting Firms Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TECH – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TECH – 4: Team Composition and Task Assignments

1. Professional Staff		
Name	Position	Task

TECH – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Consultant/Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of consultant's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by consultant on relevant previous assignments and give dates and locations. Use about half a page. Attach certificates]

Education:

[Summarize college/university and other specialized education of consultant, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page. Attach certificates]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by consultant since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of Consultant and authorized representative of the firm] Day/Month/Year

Full name of Consultant: _____

Full name of authorized representative: _____

TECH-6: Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)						
Name	Position	Reports Due/Activities	1	2	3	4	5	6	Number of Months
									Subtotal (1) _____
									Subtotal (2) _____
									Subtotal (3) _____
									Subtotal (4) _____

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Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Location _____

Signature of Consultant/Authorized Representative:

Full Name: _____

Title: _____

TECH-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10t	11t	12t	
1														
2														
3														

B. Completion and Submission of Reports	
Reports	Date
<ul style="list-style-type: none"> • Inception Report 	
<ul style="list-style-type: none"> • Interim report 	
<ul style="list-style-type: none"> • Draft final report 	
<ul style="list-style-type: none"> • Submission of Final report 	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Executive Secretary, NCTTCA]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ***Evaluation of the status and impact of implementation of Single Customs Territory in the clearance of goods along the Northern Corridor*** in accordance with your Request for Proposal (RFP) dated *8th November 2022* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the NCTTCA right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the NCTTCA as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory/Consultant:

Name of Firm (where applicable):

Address:

FPF– 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local taxes, to be paid by NCTTCA in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory/Consultant:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Reimbursable Expenses ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TECH-8.

² Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/NCTTCA]

Description ¹	Unit	Unit Cost ²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

TERMS OF REFERENCE FOR THE EVALUATION OF THE STATUS AND IMPACT OF THE IMPLEMENTATION OF SINGLE CUSTOMS TERRITORY IN THE CLEARANCE OF GOODS ALONG THE NORTHERN CORRIDOR

I. Introduction

1. The Northern Corridor is the surface mode transport system encompassing road, railway, inland waterways and pipeline with related infrastructure used to facilitate transit and transport across the Northern Corridor Member States of Burundi, DRC, Kenya, Rwanda, South Sudan and Uganda. The six countries are signatory of the Northern Corridor Transit and Transport Agreement in virtue of which they agreed to cooperate facilitate trade and transport along the Northern Corridor.
2. The scope of that cooperation includes, among others, a pledge to reduce to the minimum customs controls and formalities.
3. The Northern Corridor Secretariat in its Strategic Plan with one of the objectives of making the Northern Corridor a Smart Corridor. Plans to promote use of ICT, which includes use of the Electronic Single Window Systems (e-SWSs), the Electronic Cargo Tracking System, the COMESA Regional Customs Transit Guarantee known as the RCTG as well as the Unique Consignment Reference.
4. In 2013, the member States of the Northern Corridor agreed to implement the EAC Single Customs Territory (SCT) framework of clearance of goods towards the implementation of the EAC Customs Union. However, this program has evolved with a variable geometry with member States being at different levels of implementation due to differences in capacity. Therefore, the clearance of goods under Single Customs Territory agreed under the EAC has been facing challenges that need to be evaluated and addressed.
 -

II. Rationale for the assessment of the implementation of the Single Customs Territory in the Northern Corridor

5. The Single Customs Territory being a key stage towards the achievement of the Customs Union, it is of utmost importance to assess the progress made with a view to adjusting and keeping the program on the right track.
6. The interest in assessing the progress made and the efficiency attained by implementing the Single Customs Territory framework also responds to the requests by stakeholders to know the impact of implementation of the SCT framework.
7. The implementation of the Single Customs Territory in the Northern Corridor Member States has been carried out with a variable geometry and, therefore, there is need to establish the type of assistance needed by each Member State in

order to achieve a harmonized process towards the full achievement of the SCT program.

8. The success of the Single Customs Territory is highly dependent on the efficiency of the transit system in terms of laws and regulations, supporting trade facilitation instruments, ICT and transport infrastructure in place. Therefore, the review of the program will help in identifying the areas that need improving processes and supporting infrastructure for better trade facilitation.

III. Objectives pursued

9. The objective pursued in conducting the assessment of the implementation of the Single Customs Territory in the Northern Corridor is twofold:
 - i. The exercise aims at getting an updated picture of the progress made towards achieving the SCT in the Northern Corridor against the targets sets, both in terms of milestones and timelines. The status will then enable to establish the needs and the resources required to bring the process back to track.
 - ii. The assessment is set to produce a platform for engaging stakeholders and development partners with a view to carrying out corrective actions to the SCT process and providing necessary resources for the full achievement of the program.

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IV. Methodology

10. The exercise will be carried out according to the following methodology:
 - i. Literature review: the Consultant shall review all the national and regional laws, regulations, reports of the meetings held relating SCT implementation, decisions made by regional and national Authorities regarding the implementation of the SCT.
 - ii. Field and country visits: The Consultant will carry out country visit in the member States of Burundi, DRC, Kenya, Rwanda, South Sudan and Uganda, to obtain data and information on SCT status, operations and achievements. During the visits the Consultant will also consulting Customs Authorities and other key stakeholders involved in the handling and clearance of goods. The status of ICT infrastructure, its strengths and weaknesses shall be part of the information to be collected.
 - iii. Compilation of literature review and country consultation data and information into an analytic report that gives the status on SCT. The report shall come up with proposal of a corrective action plan along with the costing of the same.

V. Scope of the assignment

11. In performing his assignment, the Consultant will look at the following:

- i. The extent to which the EAC Single Customs Territory procedures are implemented by respective member States, both for imports and exports, products and regimes covered;
- ii. Customs business systems in respective member States and their interconnectivity for the purpose of implementation of Single Customs Territory;
- iii. Rate of implementation of transit facilitation instruments, such as the regional transit bond, the electronic cargo tracking systems;
- iv. Legal and regulatory challenges to the implementation of the SCT in the Northern Corridor and recommendations to address them;
- v. Infrastructure-related challenges and way forward for addressing the same;
- vi. Status of institutional capacity and needs assessment.
- vii. Impact assessment of implementation of Single Customs Territory along transit routes in the Northern Corridor region which should include time, cost and documentation in doing business.

VI. Timeline and Expected deliverables

12. The assignment is expected to take 6 months with the following deliverables:

- i. Two (2) stakeholder validation workshops;
- ii. Four (4) reports namely;
 - a. Inception report detailing the understanding of the assignment, the mapping of stakeholders to visit and the description of their functions within the cargo clearance chain, the questionnaires/templates/guides to be used for the consultations: 21 calendar days after kick off meeting for the study;
 - b. Interim report detailing findings of field visits and consultations with relevant stakeholders, their analysis in accordance with the methodology and the scope of the assignment;
 - c. Draft final report for regional validation by stakeholders from the Member States of Northern Corridor
 - d. Final report

VII. Needed expertise and responsibilities

13. The firm to carry out the assignment shall align a team of competent experts in the following areas:

i. One (1) Customs Expert with confirmed experience in Customs policies and operations, whose responsibilities will be to:

- Assume leadership of the assessment of technical and operational customs and border management procedures and requirements as applied to the SCT in the Northern Corridor;
- Propose suitable operational reforms to enable better transport and transit management to serve better the SCT in the corridor;
- Review the specifications of the transit system in the Northern Corridor against the EAC SCT Procedure Manual;
- Provide advice on possible needs for process re-engineering for the information sharing system in place to meet better the requirements for the SCT;
- Provide advice for harmonization of laws and regulations in place in member States for full implementation of the SCT;
- Assess the implementation of instruments and solutions agreed upon by the Northern Corridor member States to back the implementation of the Single Customs territory (RCTG, Regional Electronic Cargo Tracking System) and advise on the way forward;

ii. One (1) IT Expert – Systems Analyst

- In collaboration with the customs expert and the National Clusters on IT in member States, review specifications and information exchange protocols under the SCT;
- Review IT capabilities regarding implementation of the SCT;
- Propose, if required, more suitable alternatives for data exchange systems.
- Perform any role as may be advised by the Customs Expert.

VIII. Qualification Requirements and experience for the Key Experts

i. Customs expert:

14. The Customs expert is required to hold at least a Masters degree in international trade, Business Administration, Economics or related field. On top of that, having

a background in International Law would be an added advantage. He should also meet the following requirements:

- A minimum of 10 years' experience in customs or international trade practice;
- In-depth understanding of transit management systems, preferably with direct experience in corridor management;
- Knowledge of customs management systems used in the Northern Corridor, i.e. ASYCUDA & SIMBA (ICMS);
- Previous related working experience in East Africa is an added advantage;
- Fluent in English language with a working knowledge of French language.

ii. IT experts – Systems Analyst

15. The IT expert is required to hold a Masters degree in Information Technology or related field with the following:

- Knowledge of systems enterprise and infrastructure architecture design and deployment.
- Experience in web based technologies and development of distributed multi-user systems.
- Knowledge of telecommunication network infrastructure, GIS/GPS based tracking platforms.
- A good understanding of the key issues pertaining to transit and transport facilitation such as legal, logistical, security, institutional and infrastructural parameters;
- Considerable experience in implementing trade facilitation and cargo integrity IT solutions.
- Previous related working experience in East Africa or COMESA space is an added advantage
- Fluent in English with a working knowledge of French.

IX. Reporting Requirements

16. The assignment shall be undertaken under the supervision of the Executive Secretary of the Northern Corridor Transit and Transport Coordinating Authority. The Consultant shall produce four (4) reports and will hold 2 validation workshops in the following timeline:

Ref.	Deliverables	Timeline
1.	Inception Report	28 days after signing of contract
2.	Interim report	45 days after the production of inception report
3.	Consultative workshop on the interim report(workshop 1)	30 days after receiving interim report
4.	Draft final report	21 days after consultative workshop 1
5.	Workshop on final Draft Final report	30 days after delivery of draft final report
6.	Submission of Final report	28 days after the workshop on draft final report

17. The reports shall be submitted in fifteen (15) hard copies, 10 copies in English and 5 copies in French and in as many copies in CD ROM

X. Evaluation Criteria

- a. Evaluation of individual consultant's qualifications and experience will be carried out based on comparison of Curriculum Vitae (CV). The CVs format is hereto attached.
- b. The Consultants are also requested to attach a maximum of two (2) pages on the proposed methodology for carrying out the assignment
- c. Individual Consultants will be evaluated based on the following criteria based on their respective CVs:
 - i. Qualifications and competence for the assignment: **60 marks**
 - ii. Adequacy of the proposed methodology and work plan: **40 marks**

Total: 100 marks

18. The minimum technical score required to qualify for financial opening of proposal is 80%. Qualifying Consultants shall be ranked in descending order and the first on the list shall be picked for the assignment if the corresponding bid falls within the limits of the budget allocated to the Study.

XI. Payments

19. Individual Consultants are requested to state the proposed remuneration for their services per man-day in USD as per the format attached (**Form FP1**). The Secretariat will negotiate with the selected individual Consultant the final remuneration and the number of man-day for the assignment.

20. During negotiation, the Secretariat will agree with the selected Individual Consultant on the payment modalities in terms of subsistence allowances and reimbursable expenses if applicable based on agreed daily rate by both parties.

XII. Mode of Application

21. Interested and qualified individual Consultants are advised to submit their applications articulating their methodology, technical qualifications and financial proposal for the assignment to the following address: procurement@ttcanc.org **not later than 15th December 2022.**

XIII. Facilities to be made available to the Consultant by the NCTTCA Secretariat

22. The Northern Corridor Secretariat will assist the Consultant with an introductory letter to the stakeholders that the latter will need to meet, as well as any other administrative and logistical support that the Consultant may require to facilitate completion of the assignment.

23. The NCTTCA Secretariat will make available all the information in its possession needed by the Consultant to perform the assignment as well as technical staff as focal point within the Secretariat.

XIV. Responsibilities for the NCTTCA Secretariat

24. In respect to the assignment the NCTTCA Secretariat will pay fixed lump sum and fees. (Professional fees including living expenses). Travel expenses and upkeep costs shall be catered for as and when necessary according to agreed payment schedule.

XV. Reporting Authority

25. When performing the assignment, the Consultant will be reporting to the following Authority and address:

Executive Secretary
Northern Corridor Transit and Transport Coordination Authority
1196, Links Road, Nyali
P O Box 34068 – 80118
Mombasa, Kenya
Telephone: +254 729 923574/733 532485
Email: ttca@ttcanc.org

Section V – Pro-forma Contract

**EVALUATION OF THE STATUS AND IMPACT OF THE IMPLEMENTATION OF SINGLE
CUSTOMS TERRITORY IN THE CLEARANCE OF GOODS ALONG THE
NORTHERN CORRIDOR**

Lump-sum payments

Date 2022

**CONTRACT FOR CONSULTING SERVICES - EVALUATION OF THE STATUS AND
IMPACT OF THE IMPLEMENTATION OF SINGLE CUSTOMS TERRITORY IN THE
CLEARANCE OF GOODS ALONG THE NORTHERN CORRIDOR**

This Agreement, (hereinafter called "the Contract") is entered into this _____ by and between **the Northern Corridor Transit and Transport Coordination Authority (NCTTCA)**, whose registered office is situated at *1196 Links Road, Nyali, P.O. Box 34068 – 80118 Mombasa, Kenya* (hereinafter called "the Client") of the one part AND _____ whose registered office is situated at _____ (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services"], and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in **Section IV, "Terms of Reference and Scope of Services,"** which is made an integral part of this Contract;
 - (ii) The Consultant shall provide the personnel listed in form **TECH – 4: "Team Composition and Task Assignments"** to perform the Services;
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in form **TECH – 7B: "Completion and Submission of Reports"**
- 2. Term**
- The Consultant shall perform the Services during the period commencing on **23rd of January 2023** and continuing through to **22nd of July 2023** or any other period(s) as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to **Section IV**, the Client shall pay the Consultant an amount not to exceed _____ (United States _____), exclusive of all local taxes.

This amount has been established based on the understanding that it includes all of the Consultant's costs and profits. The Client is exempted from tax in the host country.

B. Schedule of Payments

The schedule of payments is specified below

_____ (being 20% of the Contract sum) upon the Client's receipt of the Inception Report from the Consultant, acceptable to the Client and

_____ (being 60% of the Contract sum) upon the Client's receipt of the draft report, acceptable to the Client; and

_____ (being 20% of the Contract sum) upon the Client's receipt of the final report, acceptable to the Client.

Total USD _____

C. Payment Conditions

Payment shall be made in US Dollars unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate of three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

A report shall be considered accepted/approved by the Client if no comments are received from the Client within two weeks of submission, and thus due for payment.

4. Project Administration

A. Coordinator

The Client designates **the Director Customs and Trade Facilitation (DCTF)** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports

The reports listed in form **TECH – 7B: "Completion and Submission of Reports"** shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant not to be Engaged in certain Activities

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing services (other than the Services and any continuation thereof) resulting from any recommendation arising from this consulting service.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language. The final report however must be presented in English and translated into French.

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full Name: _____

Full Name:_____

Title: _____

Title: _____

Signature:_____

Signature: _____

Date:_____

Date: _____

NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY



Special Service Agreement for individual consultant (Team Leader)

No_____

MEMORANDUM OF AGREEMENT MADE THIS day of 2022 between the Northern Corridor Transit and Transport Coordination Authority (herein after referred to as "NCTTCA") and (herein after referred to as "the Individual contractor") whose address is.....

WHEREAS NCTTCA desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and: WHEREAS the Individual contractor is ready and willing to accept this engagement of services with NCTTCA on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual contractor shall perform the following services as described in the Terms of Reference.

2. Duration of Agreement

This Agreement shall commence on the day of **23rd January 2023**, and shall expire upon satisfactory completion of the services described in the TOR, but not later than the day of **22nd July 2023**, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the **General Conditions under Instructions to Consultants**.

3. Consideration

The total sum of (including all other costs for daily fees, airfares, DSA, terminals, and visa listed in the contractor's proposal) will be paid to the consultant (freelancer) or the consultancy firm as per the following milestones:

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall NCTTCA be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed his Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions under Instructions to Consultants.

NCTTCA AUTHORIZING OFFICER: _____

DATE: _____

CONSULTANT: _____

DATE: _____

NORTHERN CORRIDOR TRANSIT AND TRANSPORT COORDINATION AUTHORITY



Special Service Agreement for individual consultant **(Team Member)**

No ____

MEMORANDUM OF AGREEMENT MADE THIS day of 2022 between the Northern Corridor Transit and Transport Coordination Authority (herein after referred to as "NCTTCA") and (herein after referred to as" the Individual contractor") whose address is.....

WHEREAS NCTTCA desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and: WHEREAS the Individual contractor is ready and willing to accept this engagement of services with NCTTCA on the said terms and conditions, NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual contractor shall perform the following services as described in the Terms of Reference.

2. Duration of Agreement

This Agreement shall commence on the day of, and shall expire upon satisfactory completion of the services described in the TOR, but not later than the day, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the **General Conditions under Instructions to Consultants**

8. Consideration

The total sum of (including all other costs for daily fees, airfares, DSA, terminals, and visa listed in the contractor's proposal) will be paid to the consultant (freelancer) or the consultancy firm as per the following milestones:

9. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefits, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for

claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall NCTTCA be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions under Instructions to Consultants.

NCTTCA AUTHORIZED OFFICER: _____

DATE: _____

CONSULTANT: _____

DATE: _____