EAST, CENTRAL AND SOUTHERN AFRICA HEALTH COMMUNITY (ECSA-HC)

REQUEST FOR PROPOSAL

INDIVIDUAL CONSULTANT

FOR

PROVISION OF CONSULTANCY SERVICES ON DEVELOPMENT OF THE STRATEGIC PLAN (2023-2028) FOR EAST, CENTRAL, AND SOUTHERN AFRICA-HEALTH COMMUNITY (ECSA-HC)

INVITATION FOR PROPOSALS TENDER NO. ECSAHC/209/CS/INDV

ISSUED ON AUGUST, 2023
EAST, CENTRAL AND SOUTHERN AFRICA HEALTH COMMUNITY (ECSA-HC)

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PROVISION OF CONSULTANCY SERVICES ON DEVELOPMENT OF THE STRATEGIC PLAN (2023-2028) FOR EAST, CENTRAL, AND SOUTHERN AFRICA-HEALTH COMMUNITY (ECSA-HC)

TENDER NO. ECSAHC/209/CS/INDV

15TH AUGUST, 2023

1. The East Central and Southern Africa Health Community (ECSA-HC) is a regional Intergovernmental organization whose membership comprises Eswatini, Kenya, Lesotho, Malawi, Mauritius, the United Republic of Tanzania, Uganda, Zambia, and Zimbabwe. Founded in 1974 by the Convention of the ECSA-Health Community, the organization exists to foster regional cooperation in health.

The Vision of ECSA-HC is to be the leader in health in East, Central, and Southern Africa, contributing towards the attainment of the highest standard of physical, mental, and social well-being of the people in the region.

ECSA Health Community recognizes health as a fundamental human right. As an intergovernmental organization, ECSA promotes the highest standards of health for individuals, families, and communities through advocacy, capacity building, brokerage, coordination, intersectoral collaboration, and harmonization of health policies and programs.

2. The East, Central and Southern Africa Health Community (ECSA-HC) has set aside funds for its operations in the financial year 2023/2024. It is intended that part of the proceeds will be used to cover eligible payment under the contract for “Provision of Consultancy Services on Development of the Strategic Plan (2023-2028) for East, Central, and Southern Africa-Health Community (ECSA-HC)”
3. ECSA-HC now invites interested eligible Individual Consultants from its Member States as indicated above to submit the proposals in providing the required consultancy services.

4. Interested Individual Consultants must provide information indicating that they are qualified to perform the services by submitting updated Technical Proposals/CV’s in responding to TORs with description of similar assignments, experience in similar conditions and relevant skills, Cover submission describing the approach, methodology and work plan for the performing the assignment. Individual Consultants must also submit their Financial Proposals in writing. The shortlisting criteria are:
   - Masters in public health or health policy, business management/development or Health Economics or Equivalent of any of the listed. Ph. D in health discipline will be an added advantage;
   - Professional qualifications in strategic management, monitoring and evaluation, strategic planning and development or other relevant qualifications;
   - Evidence of having knowledge on Donor Funded Projects and
   - Experience in similar assignments

5. More details on the assignment are provided in the Section II (Terms of Reference) of the RFP document

6. A consultant will be selected in accordance with the procedures set out in the ECSAHC Procurement Manual November, 2011

7. You are requested to submit your Proposals (Detailed CV, Technical and Financial Proposals through the address indicated below by Monday 30th August, 2023 at 10:00 hours local time through regsec@ecsahc.org,doid@ecsahc.org and copy s_sibandze@ecsahc.org

8. Prospective Individual Consultants are required to access the Request for Proposal through ECSAHC’s Website: www.ecsahc.org

9. Technical Proposal/CV’s shall be evaluated on the basis of the criteria shown in the Terms of Reference (Section II) and in the instructions to Consultants (Section I). Only Individual Consultant with the highest score in the ranking above 70 points shall be engaged (depending on their availability) to carry out the assignments during the financial year 2023/2024.

10. Any request for clarification with regard to this assignment shall be addressed to the undersigned not less than seven days before deadline for submission. The Client shall respond to clarifications received within three working days from the date of receipt of query.

11. Please submit your proposals as described in no. 7 above by 30th August, 2023 to the email addresses indicated above with a title “ Provision of Consultancy Services on Development of the Strategic Plan (2023-2028) for East, Central, and Southern Africa-Health Community (ECSA-HC)”

12. Late Expressions of Interest shall not be accepted for evaluation irrespective of the circumstances.
Director General
East Central and Southern Africa Health Community (ECSA-HC)
Address: Plot 157, Oloirien, Niro Road, P.O. Box 1009 Arusha, Tanzania
Tel: 255-27-2549362; 2549365/6
Fax: 255-27-2549392
Email: regsec@ecsahc.org, doid@ecsahc.org
Website: www.ecsahc.org
SECTION I - INSTRUCTIONS TO CONSULTANTS -ITC

1. This invitation consists of the following documents/sections
   - SECTION I: Instruction to Consultants
   - SECTION II: Terms of Reference
   - SECTION III: Proposed Contract Format
   - SECTION IV: Forms of Integrity
   - SECTION V: Forms of financial proposal

2. The expected duration of the assignment is three (3) months from the date of commencement.

3. You will find in Section II: Terms of Reference (TOR) showing the scope of the assignment to be conducted and services requested. You are expected to submit your:
   - comments on the TOR of the assignment;
   - Cover submission describing the approach, methodology and work plan for the performing the assignment
   - relevant experience in similar assignments;
   - Updated detailed CV
   - In addition, please submit your Financial Proposal regarding the fees, (the fees should be indicated either on daily basis or monthly basis) and reimbursable if any

4. Individual Consultants shall be evaluated on the basis of the criteria shown in the Terms of Reference (Section II) and in the instructions to Consultants (Section I). Only Individual Consultant with the highest score in the ranking above 70 points shall be engaged (depending on their availability) to carry out the assignments during the financial year 2023/2024

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points (%)</th>
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<tbody>
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<td>45</td>
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<td>Minimum 7 years of professional experience in consultancy, strategic plan development, business development, Global Health, or any relevant field to the assignment</td>
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<td>Previous similar undertaking will be an added advantage</td>
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<td>Minimum experience of 5 years working at the national level in a senior position or regional level.</td>
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<td>Experience working with multiple governments including but not limited to those in Eastern and Southern Africa region</td>
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• Experience developing strategic plans at the national or international level
• Good interpersonal skills
• Strong analytical skills and computational experience

(ii) **Understanding of terms of reference, Methodology and Overall Quality of the proposal, quality of the work** - Descriptions on the Approach, and Work Plan for Performing the Assignment

<table>
<thead>
<tr>
<th>(iii) <strong>Consultant qualifications</strong></th>
<th>25</th>
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| **Total Points:** | 100 |

The minimum Score required to pass is: [70] Points.

5. Financial Proposal Submission shall be submitted as per format provided in the Section V

6. Proposals shall remain valid for the period of 90 days after the proposal submission deadline

7. Proposal must be received by the ECSAHC at the address specified in the invitation to consultant and not later than the date indicated in the clause 7 (Invitation to Consultant)

8. The Consultant may be subjected to the local taxes (such as value added or sales taxes, social charges or income taxes on non-resident foreign personnel, duties, fees, levies), any of such amount shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the contract.

9. The Consultant shall indicate on the Financial Proposal the unit price and total price of the services it proposes to provide under the contract

10. All prices shall be quoted in United States Dollars (USD)

11. Any request for clarification with regard to this assignment shall be addressed to the emails addresses above. The Client shall respond to clarifications received within three working days from the date of receipt of query.
12. The ECSAHC shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the evaluation criteria. A Technical Proposal will be rejected if it does not respond the important aspects of the Invitation and particularly the Terms of Reference or if it fails to achieve the minimum technical score as indicated in the ITC 14. The consultant with the highest score in the ranking above 70 points shall be invited for negotiation

13. After completing negotiations and prior to awarding of the contract, ECSAHC shall issue a notice of intention to award the contract to all consultants who have been invited in the selection process in question giving ten (10) working days cool-off period within which to submit complaints. Where no complaints have been lodged, the consultant whose proposal has been accepted will be notified of the award by the ECSAHC prior to expiration of the proposal validity period in writing. The letter of Acceptance will state the sum that ECSAHC will pay the successful consultant in consideration for the execution of the scope of service as prescribed by the contract (therein after and in the contract called the “Contract Price”)

14. The proposed contract format shall be as per section III
SECTION II - TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE CONSULTANT TO SUPPORT THE DEVELOPMENT OF THE STRATEGIC PLAN (2023-2028) FOR EAST, CENTRAL, AND SOUTHERN AFRICA-HEALTH COMMUNITY (ECSA-HC)

1. Background
The East Central and Southern Africa Health Community (ECSA-HC) is a regional Intergovernmental organization whose membership comprises Eswatini, Kenya, Lesotho, Malawi, Mauritius, the United Republic of Tanzania, Uganda, Zambia, and Zimbabwe. Founded in 1974 by the Convention of the ECSA-Health Community, the organization exists to foster regional cooperation in health.

The Vision of ECSA-HC is to be the leader in health in East, Central, and Southern Africa, contributing towards the attainment of the highest standard of physical, mental, and social well-being of the people in the region.

ECSA Health Community recognizes health as a fundamental human right. As an intergovernmental organization, ECSA promotes the highest standards of health for individuals, families, and communities through advocacy, capacity building, brokerage, coordination, intersectoral collaboration, and harmonization of health policies and programs.

The Strategic Plan (SP) for ECSA-HC has come to an end and the organization is planning to develop a new SP to cover the period from 2023 – 2028. ECSA-HC conducted a mid-term review of the implementation of the interventions under the 2017-2022 Strategic plan. The development of the new strategic plan will be informed by the findings and recommendations received from the mid-term review and the feedback to be received from member states, the member states health sector strategic plans, alignment with other international and regional health organizations and the new global trends on global health and regional public health security.

This SP will lay a firm foundation for the operations of all clusters of the ECSA-HC Secretariate and will draw strategies and interventions from this strategic plan in the above period. The SP will carry the vision of ECSA-HC and state how this vision will be implemented and realized.

Therefore, the performance of the ECSA-HC secretariat is measured alongside the goals and targets set in the strategic plan, to be demonstrated through semi and annual Performance reports, mission reports, and project progress reports.

This SP when finalized, will not only provide strategic guidance for the ECSA-HC in support to member states but will also serve as an advocacy and resource mobilization tool for the various pillars of ECSA-HC.

The assignment will include the development of the core plan, monitoring the framework of progress toward accomplishing the targets, and costing of the strategic plan for ECSA-HC.

2. Purpose
This assignment will involve working with the Leadership, professionals in ECSA-HC, and representatives of member states to develop the Strategic Plan, clearly detailing the interventions of the strategic plan, including literature review, scheduling, and developing the materials and agenda for the consultative meetings.
3. Tasks
The consultant is expected to undertake these main tasks.

1. To develop an inception report demonstrating a clear understanding of the task as stated in the Terms of Reference.

2. Conduct a desk review of the following to inform the strategic pillars
   a. Extensive literature review on new global trends and directions in fostering cooperation in global and regional health security.
   b. Performance of the past ECSA-HC’s SP, clearly documenting the achievements and challenges, and gaps toward achieving the targets in the 2017-2022 SP
   c. Review of regional health strategies from international/regional health organization’s and REC spanning into the ECSA region
   d. Review of ECSA-HC’s member states health sector strategic plans and other relevant plans in order to align the new plan with the cross-cutting member states priorities

3. Consolidate the strategies and interventions in various pillars of ECSA-HC, stating clearly how they will be applied at country and regional levels.

4. Conduct a mapping of existing partnerships and cooperation for ECSA-HC and potential partners for future collaboration in the implementation of the plan

5. Develop a draft strategic plan and facilitate building of consensus for the SP with all the stakeholders including member states through virtual meetings and/or in person meetings (costs for convening any physical meetings will be covered by ECSA-HC). The draft SP should include at the minimum the core-components outlined in Annex 1.

6. Develop the monitoring and evaluation framework and an implementation roadmap for the SP 2023-2028

7. Disseminate the draft consolidated report for review and comments by each pillar.

8. Consolidate the inputs, update the draft plan, cost the plan and develop a monitoring & evaluation plan for the SP.

9. Develop a sustainability plan for each pillar in the SP, including the contingency plan

4. Deliverables
1. Output 1: Inception report
2. Output 2: Draft report with agreed layout/chapters and Strategic objectives and key interventions
3. Output 3. Report of the stakeholder validation workshop(s)
Output 4: Final document – Strategic Plan 2023-2028 which shall include a the key chapters, a Costed Operational Plan, and Monitoring & Evaluation Framework, and a contingency framework.

5. Payment Terms

10% - shall be paid after submission of acceptable inception report
30% - shall be paid after submission of acceptable detailed Draft Report with agreed layout/chapters and Strategic objectives and key interventions
60 % - shall be paid after Submission of final acceptable consultancy report/ Strategic Plan 2023-2028

6. Selection/Evaluation Criteria

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The minimum Score required to pass is: [ 70 ] Points.

7. Duration of the Consultancy
This work is expected to be delivered in a total of 38 working days. Spread over a period of 03 months, August to October 2023.

<table>
<thead>
<tr>
<th>#</th>
<th>Activity</th>
<th>Level of Effort</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of the inception report</td>
<td>3 days</td>
</tr>
<tr>
<td>2</td>
<td>Stakeholder engagement and consultations with member states</td>
<td>10 days</td>
</tr>
<tr>
<td>4</td>
<td>Consolidation of the narrative, strategies, and interventions</td>
<td>10 days</td>
</tr>
<tr>
<td>6</td>
<td>Develop M&amp;E Framework and cost the Strategic Plan</td>
<td>10 days</td>
</tr>
<tr>
<td>7</td>
<td>Facilitation of stakeholder validation workshop</td>
<td>3 days</td>
</tr>
<tr>
<td>9</td>
<td>Formatting and finalization of the report</td>
<td>2 days</td>
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The analysis and synthesis of information should be presented logically to give an overall assessment of progress in the implementation of the strategic plan.

8. Qualifications, experience, skills, and languages

Education qualification
1. Masters in public health or health policy, business management/development or Health Economics or Equivalent of any of the listed.
2. Masters degree or P.hD health discipline will be an added advantage.
3. Professional qualifications in strategic management, monitoring and evaluation, strategic planning and development or other relevant qualifications.

Work Experience
1. Minimum 7 years of professional experience in consultancy, strategic plan development, business development, Global Health, or any relevant field to the assignment.
2. Minimum experience of 5 years working at the national level in a senior position or regional level.
3. Experience working with multiple governments including but not limited to those in Eastern and Southern Africa region.
4. Work experience in an academic institution or intergovernmental agency will be an added advantage.
5. Work experience with donor agencies.
6. Experience developing strategic plans at the national or international level.
7. Good interpersonal skills.
8. Strong analytical skills and computational experience

Skill and knowledge
1. Demonstrated interpersonal skills with the ability to promote consensus.
2. Excellent communication and presentation skills with the ability to write in a clear and concise manner.
3. Ability to work with minimal supervision and deliver assignments on time.
4. Excellent analytical, program management

Language and Level required.
• Excellent written and spoken English.

9. Technical Supervision
The consultant will report to the Director of Programmes who will be supported by the Manager responsible for Knowledge Management, Monitoring and Evaluation.

10. Location of the consultant
The consultant will work remotely and connect virtually with various stakeholders where necessary travel to the ECSA-HC Secretariat or member states shall be arranged on a need basis. The consultant is expected to have a working email and be accessible on a mobile phone.
Annex 1: Proposed structure of the Strategic plan

1. Executive Summary:
   - Briefly description of the purpose of the strategic plan.
   - Summary of the key goals and objectives.
   - Highlights of the most critical strategies and initiatives.

2. Introduction:
   - Overview of the organization.
   - Organization's mission and vision statements.
   - The importance of having a strategic plan.

3. External Analysis:
   - A SWOT analysis (Strengths, Weaknesses, Opportunities, Threats) to assess the organization's internal capabilities and external environment.
   - Analysis of global and regional trends in health, Countries SP summary, regional health organizations’s focus and other external factors that may impact the organization.

4. Internal Analysis:
   - Performance of the previous strategic plan
   - Organization's resources, capabilities, and capacity to execute the plan.
   - Internal factors that may influence the organization's ability to achieve its objectives.

5. Vision, Mission, and Values:
   - Refine the organization's vision and mission statements if necessary.
   - Revisit the core values that guide the organization's culture and decision-making.

6. Goals and Objectives:
   - Clear, specific, and measurable goals aligned with the organization's vision and mission.
   - SMART objectives (Specific, Measurable, Achievable, Relevant, Time-bound) that support each goal.

7. Strategic Initiatives:
   - Key strategies and initiatives that will enable the organization to achieve its goals and objectives.
• Allocation of resources and responsibilities for each initiative.

8. Monitoring and Evaluation:
   • Metrics to track the progress and success of each initiative.
   • KPIs that help monitor performance at different levels of the organization.
   • Process for regularly monitoring progress and evaluating the effectiveness of the strategic plan.
   • Review periods to make adjustments based on the evaluation results.

9. Implementation Plan:
   • A detailed action plan with timelines, milestones, and responsible parties for each initiative.
   • Outline of the sequence of activities required to execute the strategic plan successfully.

10. Plan cost and financial resources
   • Costing of the plan
   • Allocation of financial, human, and other resources to support the implementation of the plan.
   • Key partners to support the plan implementation

11. Risk Analysis and Mitigation:
   • Potential risks and challenges that may arise during implementation.
   • Contingency plans and risk mitigation strategies.

12. Communication Plan:
   • Specify how the strategic plan will be communicated to stakeholders within and outside the organization.
   • Define the channels and frequency of communication.

13. Conclusion:
   • Summarize the key points of the strategic plan.
   • Reinforce the organization’s commitment to achieving its vision and mission.

14. Appendices:
   • Any additional data, charts, or supporting documents that complement the strategic plan.
Draft Contract Agreement Form

THIS CONTRACT AGREEMENT IS MADE THIS .................. day of .................. between
.............................................................. (hereinafter called “the Client”) on the one hand and
.............................................................. (hereinafter called “the Consultant”) on the other hand.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to as .......................... and WHEREAS, the Consultant is willing to perform these services.

The following documents shall be deemed to form and be read and construed as part of this Agreement;

1. This Contract Agreement;
2. The Client’s Notification of Award;
3. Agreed Terms of Reference (TOR); and
4. Minutes of the Negotiation Meeting.

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. Services
   (i) The Consultant shall perform the services specified in Terms of Reference, which is made an integral part of this Contract (“the Services”).

   (ii) The Consultant shall provide the personnel as indicated in the agreed ToR to perform the Services.

   (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the agreed ToR.

2. Terms
   The Consultant shall perform the Services during the period commencing ..................and continuing through .................. or any other period as may be subsequently agreed by the parties in writing.
3. Payment

(i) Ceiling
For Services rendered pursuant to the agreed ToR, the Client shall pay the Consultant an amount of ........................................ This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

(ii) Schedule of Payments

(iii) 10% - shall be paid after submission of acceptable inception report

(iv) 30% - shall be paid after submission of acceptable detailed Draft Report with agreed layout/chapters and Strategic objectives and key interventions

(v) 60 % - shall be paid after Submission of final acceptable consultancy report/ Strategic Plan 2023-2028

(vi) Payment Conditions

Payment shall be made in [insert currency] no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator

The Client designated ........................................... 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 the payment.

### B. Reports

The reports listed in the agreed ToR, shall be submitted in the course of the assignment, and will constitute the basis of the payments to be made under this Contract.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subsection</th>
<th>Description</th>
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<tr>
<td>5.</td>
<td>Performance Standards</td>
<td>The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</td>
</tr>
<tr>
<td>6.</td>
<td>Confidentiality</td>
<td>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.</td>
</tr>
<tr>
<td>7.</td>
<td>Ownership of Material</td>
<td>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.</td>
</tr>
<tr>
<td>8.</td>
<td>Consultant Not to be Engaged in Certain Activities</td>
<td>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.</td>
</tr>
<tr>
<td>9.</td>
<td>Insurance</td>
<td>The Consultant will be responsible for taking out any appropriate insurance coverage.</td>
</tr>
<tr>
<td>10.</td>
<td>Assignment</td>
<td>The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.</td>
</tr>
</tbody>
</table>
11. **Law Governing Contract and Language**

The Contract shall be governed by the laws of United Republic of Tanzania, and the language of the Contract shall be **English**.

12. **Suspension**

12.1 The Client may suspend this contract, in whole or in part, upon delivery of written notice to the Consultant if the Consultant fails to perform any of its obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party under this contract. The notice of suspension shall specify the nature of the failure, force majeure or circumstances beyond the control of either party.

12.2 Upon receipt of a notice of suspension pursuant to this Section 12.1, the Consultant shall suspend all activities, except as otherwise stated in the notice of suspension. Such activities shall remain suspended until the suspension is lifted by instruction from the Client.

12.3 The Consultant may, without prejudice to its right to terminate this contract pursuant to Clause 14, by written notice of suspension, suspend the services if the Client fails to perform any of its material obligations which are critical to the delivery of the Consultant’s services such as, non-payment of any money due the Consultant within fourteen (14) days after receiving notice from the Consultant that such payment is overdue.

13. **Termination by the Client**

13.1 The Client may terminate this contract, at any time when any of the following conditions affects its implementation:-

   i. any material breach or material default by the Consultant of any provision of this contract;

   ii. the negligence, bad faith or willful misconduct of the Consultant;

   iii. the insolvency, bankruptcy or liquidation of the Consultant;

   iv. any material breach or material default by the Consultant of any provision of this contract;

   v. the negligence, bad faith or willful misconduct of the Consultant;

   vi. the insolvency, bankruptcy or liquidation of the Consultant;
iv. if Client determines (in its sole discretion) that the Consultant is engaged in fraudulent or corruption practices;

v. as a result of force majeure, the Consultant is unable to deliver or perform a material portion of the outputs and deliverables for a period of not less than sixty (60) calendar days after the Consultant’s receipt of the notice from the Client stating that the circumstance of force majeure is deemed to have ceased; and

vi. in whole or in part, at any time for its convenience, the Client may terminate the contract for its convenience if determined the existence of conditions that make project implementation economically, financially or technically impractical and/or unnecessary.

13.2 If the Consultant default in the observance or performance of any of its material obligations under this contract and such default remains uncured fourteen (14) days after notice of such default is delivered by the Client, the Client may terminate this contract, fourteen (14) days after written notice to Consultant.

14. Termination by the Consultant

14.1 The Consultant must serve a written notice to the Client of its intention to terminate this contract at least fourteen (14) calendar days before its intended termination. This contract is deemed terminated if no action has been taken by the Client with regard to such written notice within fourteen (14) calendar days after the receipt thereof by the Client. The Consultant may terminate this contract through any of the following events:

i. the Client is in material breach of its obligations pursuant to this contract and has not remedied the same within fourteen (14) calendar days from the receipt of the Consultant’s notice specifying such breach;

ii. as the direct and proximate result of force majeure, the Consultant is unable to perform a material
portion of the services for a period of not less than sixty (60) days;

iii. the Client fails to pay any money due to the Consultant pursuant to this contract within thirty (30) days after receiving written notice from the Consultant that such payment is overdue; and

iv. the insolvency, bankruptcy or liquidation of the Client

15. Consequence of termination

15.1 If the termination of this contract is pursuant to Clause 13, the Client shall pay to the Consultant all payments for the satisfactory services rendered up to the date of the termination, and the Client shall have no obligation for costs that accrue following such date;

15.2 Upon any termination of this contract the Consultant shall stop activities under this contract immediately and shall ensure the orderly and timely transfer of all records, documents, data and information to the Client within fourteen (14) days.

16. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the United Republic of Tanzania.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE CLIENT:

In the presence of

...........................................................
Signature
(Name)..............................................
(Occupation)....................................

...........................................................
Signature
(Name) ...................................
(Occupation).................................
CONSULTANT:

In the presence of

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)..........................</td>
<td>(Name)..........................</td>
</tr>
<tr>
<td>(Occupation)......................</td>
<td>(Occupation)......................</td>
</tr>
<tr>
<td>(Address)..........................</td>
<td>(Address)..........................</td>
</tr>
</tbody>
</table>
SECTION IV: FORMS OF INTEGRITY

UNDERTAKING BY CONSULTANT ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

I ___________________ (name of Consultant) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. I am pleased to confirm that I will not offer or facilitate, directly or indirectly, any improper inducement or reward to any ECSAHC officer their relations or business associates, in connection with my proposal, or in the subsequent performance of the contract if I am successful.

I undertake to abide by the Anti-Bribery Policy / Code of Conduct and a Compliance Program of the United Republic of Tanzania.

Authorized Signature: __________________________________________________________

Name and Title of Signatory: __________________________________________________

Name of Consultant: ___________________________________________________________

Address: ____________________________________________________________________
SECTION V: FORMS OF FINANCIAL PROPOSAL

Form 1A1   Financial Proposal Submission Form

To:  [Name and address of Client]

[Location, Date]

Dear Sirs:

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

My Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Signed______________________________________________

In the capacity of: __________________________________________

Date: ____________________________________________________

Form 1A2 - Form Summary of Costs

<table>
<thead>
<tr>
<th>Cost Component</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultancy/Remuneration fee</td>
<td></td>
</tr>
</tbody>
</table>
### Form 1A3 - Form Breakdown of Reimbursable Expenses IF ANY

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>[Indicate sub cost for each item]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Communication costs between [Insert place] and [Insert place]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Drafting, reproduction of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Equipment, instruments, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>materials, supplies, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Use of computers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Laboratory tests</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Subcontracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Other transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Office rent, clerical assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Others (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Costs**