



The East, Central and Southern African Health Community (ECSA-HC)

REQUEST FOR PROPOSALS (Technical & Financial)

RFP No. ECSAHC/209/2025-2028

Provision of Financial Audit Services

Client: ECSA-HC

Issued on 21st January 2025

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RE- INVITATION TO BIDERS


RFP No. ECSAHC/209/2025-2028

Dear Sir/Madam

11th March 2025

1. The East, Central and Southern Africa Health Community (ECSA-HC) is a health Regional Intergovernmental Organization mandate to foster Regional Cooperation for better Health in ECSA region. The current member states are Eswatini, Kenya, Lesotho, Malawi, Mauritius, Uganda, Tanzania, Zambia and Zimbabwe.
2. The ECSA-HC now re -invites proposals for **Provision of Financial Audit Services (2025 - 2028)**.
3. Consultants will be contracted under Quality and Cost Based Selection (QCBS) as described in this RFP and in accordance with ECSAHC procurement policies.
4. The deadline for submission will be 1700 hours on **Friday 21st March 2025** and applications received will be opened promptly thereafter and in the presence of tenderers' representatives who opt to attend the opening ceremony at ECSA-HC Board Room.
5. For those who submitted their proposals in our previous call for proposals **DO NOT** submit again, their application will be considered.
6. The submitted Proposals must be delivered in sealed envelopes to the below address with a title **"Provision of Financial Audit Services"**
7. For more details, visit our website www.ecsahc.org to access RFP document and ToR's.

Yours sincerely,


Mr. Sibusiso Sibandze
For: Director General
ECSA Health Community, Arusha

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Section 1: Instructions to Consultants

A. General

1. Scope of Proposal
 - 1.1 The ECSAHC, as indicated in the Proposal Data Sheet (PDS), issues this Request for Proposal (RFP) for the supply of Services as specified in the PDS and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the PDS.
 - 1.2 Only those short-listed Consultants indicated in the Letter of Invitation are to submit a Proposal for the supply of consulting services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the PDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the PE's satisfaction before work begins on the next phase.
 - 1.4 Throughout this RFP:
 - (a) the term "in writing" means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) "day" means calendar day.
2. Source of Funds
 - 2.1 The ECSAHC has been allocated funds as indicated in the PDS and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
 - 2.2 Payments by the development partner, if so indicated in the PDS, will be made only at the request of the ECSAHC and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 3.1 Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts.

3.2 In pursuance of this requirement, ECSAHC has the mandate to: -

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
- (b) declare the Consultant ineligible for a stated period of time, from participation in procurement proceedings.

if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive obstructive, coercive practices in competing for, or in executing, a contract

3.3 Should any corrupt, fraudulent, collusive, obstructive, or coercive practices of any kind referred to in ITC 3.4 come to the knowledge of the PE, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as stated in ITC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the PE related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

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

- (a) "collusive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with ECSAHC procurement or in furtherance of a corrupt practice or a Fraudulent Practice;
- (b) "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of a organization officer in the procurement process or contract execution;
- (c) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the ECSAHC and includes collusive practices among consultants, prior to or after submission designed to establish prices at artificial non-competitive levels and to deprive the organization of the benefits of free and open competition;

- (d) “obstructive practice” means acts intended to materially impede access to required information in exercising a duty under the Act;
- (e) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with ECSAHC procurement or in furtherance of corrupt practice or fraudulent practice;

4. Eligible Consultants

- 4.1 Only short-listed Consultants are eligible to submit proposals. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the selection process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the PE.
- 4.2 Any proposal from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party shall not be substantially altered without prior written approval of the ECSAHC.
- 4.3 Consultants and individuals may be ineligible if –
 - (a) such person is declared bankrupt or, in the case of company or Consultant insolvent;
 - (b) payments in favour of the person, company or Consultant is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
 - (c) legal proceedings are instituted against such person, company or Consultant involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other

situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the person, company or Consultant is convicted, by a final judgment, of any offence involving professional conduct;

4.4 the person or Consultant is debarred and blacklisted or ineligible from participating in procurement processes for corrupt, coercive, collusive, fraudulent or obstructive practices, breach of a procurement contract, and making false representation about his qualifications during selection proceeding or other grounds as may be deemed necessary by the Authority company or Consultant is found guilty of serious misrepresentation with regard to information required for participation to submit proposals.

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

5. Conflict of Interest 5.1 General

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

5.2 Conflicting Activities

(a) A firm that has been engaged by the ECSAHC to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this

clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.3 Conflicting Assignments

- (a) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project.

5.4 Conflicting Relationships

- (a) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the ECSAHC's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

5.5 Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the PE shall indicate in the **PDS** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

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

expense.

B. Request for Proposal

8. RFP Sections
- 8.1 The Sections comprising the Request for Proposal are listed below.
- Section 1 : Information to Consultants (ITC)
 - Section 2 : Proposal Data Sheet (PDS)
 - Section 3 : General Conditions of Contract (GCC),
 - Section 4 : Special Conditions of Contract (SCC),
 - Section 5 : Proposal and Contract Forms
 - A. Technical Proposal: Standard Forms
 - B. Financial Proposal: Standard Forms
 - C. Form of Contract
 - D. Appendices
 - Section 6: Terms of Reference (TOR)
 - Section 7: Forms of Integrity
- 8.2 The ECSAHC is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the ECSAHC.
- 8.3 The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal.
9. RFP Clarification
- 9.1 A Consultant requiring any clarification of the RFP shall contact the ECSAHC in writing or in electronic forms that provide record of the content of the communication at the PE's address indicated in the **PDS**. The PE will respond in writing or in electronic forms that provide record of the content of the communication to any request for clarification received four (4) days prior to the dead line for submission of proposals.
- 9.2 The ECSAHC shall respond within Two (2) working days of receipt query. The ECAHC shall forward copies of its response to all those short-listed Consultants, including a description of the enquiry but without identifying its source.
- 9.3 Should the ECSAHC deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT 10.

10. RFP Amendment
- 10.1 At any time prior to the deadline for submission of Proposals, the ECSAHC, for any reason on its own initiative or in response to a clarification request in writing or in electronic forms that provide record of the content of the communication from a Consultant, may amend the RFP by issuing an amendment.
- 10.2 The Consultant is requested, as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of the communication to reach the ECSAHC not later than the period specified in the PDS before the meeting.
- 10.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the ECSAHC may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC 26.3.
- 10.4 Where ECSAHC decides to extend the submission date, the notice of any extension of the deadline shall be given promptly to Consultants to which the ECSAHC issued the RFP.

C. Proposal Preparation

11. Proposal: Only one & Preparation Costs
- 11.1 A short-listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal.
- 11.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the ECSAHC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
12. Proposal: Language
- 12.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language, unless specified otherwise in the PDS. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 12.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation
- 12.3 Reports to be submitted by the Consultants as part of the

assignment shall be in the English language.

13. Proposal: Documents 13.1 The Proposal prepared by the Consultant shall comprise the following:
- (a) Technical Proposal;
 - (b) Financial Proposal;
 - (c) Documentary evidence establishing the Consultant's eligibility; and
 - (d) Post-qualification Information; and
- Any other document required as stated in the PDS.
14. Proposal: Preparation 14.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 14.2 The Consultant shall prepare the Technical Proposal in accordance with ITC 15 and 16 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.
- 14.3 The Consultant shall submit the Financial Proposal in accordance with ITC 17 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.
- 14.4 All the forms mentioned in ITC 16.1 and 17.1 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.
15. Technical Proposal Preparation 15.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC 15.2 to 15.7 inclusive.
- 15.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the shortlisted Consultants at the time of submission of a proposal is not permitted, and the ECSAHC shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the ECSAHC, which must be obtained prior to the submission of a proposal. A short-listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the ECSAHC. For such cases, the Proposal shall be submitted in the

name of the short-listed Consultant. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the shortlisted Consultant from any of its obligations, duties, responsibility or liability under the Contract.

15.3 For QCBS or Least Cost Selection based assignments, the estimated number of Professional staff-months is indicated in the PDS; however, the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

15.4 For Selection under a Fixed Budget, the available budget is given in the PDS, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

15.5 Proposed professional staff shall have at least the qualification experience indicated in the PDS. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.

15.6 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. The CV of the key staff shall be signed by the CV holder and an authorized official of the Consultant.

16. Technical Proposal:
Format and Content

16.1 The Technical Proposal shall provide the following information using the Standard Forms (Section 5A):

(a) Form 5A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:

(b) Form 5A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff/experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which

the Consultant was legally contracted by the ECSAHC as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the ECSAHC.

- (c) Form 5A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the ECSAHC.
- (d) Form 5A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 5A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 5A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (f) Form 5A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
- (g) Form 5A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (h) Form 5A9: being the Proposal Securing Declaration.
- (i) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the **PDS**; specifies training as a major component of the assignment.
- (j) Any additional information that might be requested in the **PDS**;

16.2 The Technical Proposal shall not include any financial

information.

17. Financial Proposal Format and Content 17.1 The Financial Proposal shall provide the following information using the Standard Forms (Section 5B):
- (a) Form 5B1: Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form.
 - (b) Form 5B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
 - (c) Form 5B3: being the breakdown of costs against staff remuneration;
 - (d) Form 5B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the **PDS**;
 - (e) Form 5B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.
- If appropriate, all these costs should be broken down by activity.
18. Taxes 18.1 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The ECSAHC will state in the PDS if the Consultant is subject to payment of any local taxes. Any such amounts 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.
19. PE Inputs 19.1 The ECSAHC shall:
- (a) provide at no cost to the Consultant the inputs and facilities specified in the PDS;
 - (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and
 - (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to prepare the proposal.
20. Alternative Proposals 20.1 Unless otherwise stated in PDS, alternative proposals shall not be considered. Where the RFP allows alternative proposals, a

Consultant shall quote the price for the fully compliant proposal and then, separately indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted.

21. Proposal Prices
- 21.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to provide under the contract.
- 21.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC 40.
22. Proposal Currency
- 22.1 All prices shall be quoted in United States Dollars.
23. Proposal Validity and Proposal Securing Declaration
- 23.1 Proposals shall remain valid for the period specified in the **PDS** after the Proposal submission deadline date prescribed by the ECSAHC.
- 23.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The ECSAHC will make its best effort to complete negotiations within this period.
- 23.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the ECSAHC may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the evaluation proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.
- 23.4 Pursuant to ITC 16.1, unless otherwise specified in the **PDSS** the Consultant shall furnish as part of its Proposal, a proposal security in original form or a copy of the Proposal Security Declaration as specified in the **PDS** in the format provided in Form 23.8.
- 23.5 The Proposal Securing Declaration is required to protect the PE against the Consultant's conduct which would warrant the security's forfeiture, pursuant to 23.8.
- 23.6 Any Proposal not accompanied by a Proposal Securing Declaration in accordance with sub- 23.4 shall be rejected as non-responsive, pursuant to 34.1.
- 23.7 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.

23.8 A Consultant shall be suspended from being eligible for tendering in accordance with the ECSAHC for the period of time indicated in the Proposal Declaration:

- (a) if the Consultant withdraws its Proposal, except as provided in section 25.3 or
- (b) in the case of a successful Consultant, if the Consultant fails to comply with the specified time limit to:
 - (i) sign the contract, or
 - (ii) furnish the required performance security

24. Proposal Format and Signing

24.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC 16.1 and one (1) original of the Financial Proposal as described in ITC 17.1 and clearly mark them **"ORIGINAL"**.

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

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

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

D. Proposal Submission

25. Proposal: Sealing and Marking

25.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as **"TECHNICAL PROPOSAL"** and **"ORIGINAL"** and **"COPY"**, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as **"TECHNICAL PROPOSAL"**.

25.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as **"FINANCIAL PROPOSAL"** and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**.

PROPOSAL.”

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

- (a) bear the name and address of the Consultant;
- (b) be addressed to the PE at the address specified in the PDS;
- (c) bear the name of the Proposal as specified in the PDS; and
- (d) bear a statement **“DO NOT OPEN BEFORE ...”** The date for opening as specified in the **PDS**.

25.4 If all envelopes are not sealed and marked as required, the ECSAHC will assume no responsibility for the misplacement, or premature opening of the Proposal.

25.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

26. Proposal:
Submission
Deadline

26.1 Proposals must be received by the ECSAHC at the address specified under ITC 25.3 no later than the date indicated in the **PDS**.

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

26.3 The ECSAHC may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC 11, in which case all rights and obligations and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

27. Proposal
Submitted
Late

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

28. Proposal
Modification
,
Substitution
or
Withdrawal

28.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC 24.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITC 25 (except that

withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION,” “SUBSTITUTION,” or “WITHDRAWAL;” and

- (b) received by the ECSAHC prior to the deadline prescribed for submission of Proposals, in accordance with ITC 26.

28.2 Proposals requested to be withdrawn in accordance with ITC 28.1 shall be returned unopened to the Consultants.

28.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC 26.

E. Proposal Opening and Evaluation

29. Technical Proposal Opening 29.1 The technical proposals shall be opened in public immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

29.2 The ECSAHC shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC 35.

29.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC 27.

30. Confidentiality 30.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government’s antifraud and corruption policy.

30.2 Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved.

31. Proposal Clarification 31.1 The ECSAHC may, in writing or in electronic forms that provide record of the content of the communication, ask Consultants for clarification of their Technical Proposals in order to facilitate the examination and evaluation of Technical

Proposals. The response shall be in writing or in electronic forms that provide record of the content of the communication and no change in the substance of the Proposal shall be sought, offered or permitted.

32. Contacting the Procuring Entity
- 32.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the PE.
- 32.2 Any effort by a Consultant to influence the ECSAHC in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
33. Examination of Conflict of Interest Situation [COI]
- 33.1 During the evaluation of the Technical Proposals, the ECSAHC shall ascertain that no new Conflict of Interest [COI] situations have arisen since the Consultant was short-listed. If the PE identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.
- 33.2 If a Consultant or its affiliate is found to be in a COI situation during the technical evaluation, the ECSAHC shall review the case and either disqualify the Consultant or ask the Consultant to remove the conflict and its causes while maintaining the transparency of the selection process, failing which the Technical Proposal of the Consultant shall be rejected.
- 33.3 If a Consultant has been found to mislead the ECSAHC by neglecting to provide information or by denying the existence of a COI situation, the Consultant's proposal shall be rejected.
34. Proposal: Technical Evaluation
- 34.1 The ECSAHC shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC 34.2.
- 34.2 Technical Proposals shall be evaluated and ranked applying the evaluation criteria, sub criteria, and point system specified in the PDS. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the PDS.

35. Financial Proposal Opening
- 35.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the ECSAHC shall notify in writing or in electronic forms that provide record of the content of the communication, those Consultants that have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The date of opening of financial proposals shall not be sooner than Seven (7) working days after the notification date and the financial proposals shall be opened publicly in the presence of representatives of the Consultants who choose to attend. Where all Consultants are qualified to have their financial proposals opened in the case of quality and cost based selection or in the case of quality and least cost selection, the ECSAHC may fix shorter period for opening of financial proposal subject to obtaining confirmation of the attendance of all successful firms at the set date for opening.
- 35.2 The ECSAHC shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 35.3 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The ECSAHC shall prepare minutes of the public opening and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.
36. Proposal: Financial Evaluation
- 36.1 The ECSAHC will review the detailed content of each Financial Proposal. During the review, the ECSAHC will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 36.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have costed all items of the corresponding Technical Proposal; if not, the ECSAHC will cost them and add their cost to the offered price) and correct any computational errors. Activities and items described in Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. The evaluation shall include all local taxes, duties and other

charges imposed under the Applicable Law.

36.3 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the PDS.

**37. Correction of
Arithmetical
Errors**

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

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the PE there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above;
- (d) Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the PDS.

37.2 The ECSAHC shall give prompt notice of any such correction to the Consultants who submitted proposals. If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.

**38. Proposal:
Combined
Evaluation**

38.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the PDS: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC 40 to 44.

38.2 In the case of Fixed-Budget Selection, the PE will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC 40 to 44.

38.3 In the case of the Least-Cost Selection, the ECSAHC will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC 40 to 44.

39. Post-qualification of Consultants

39.1 The ECSAHC shall conduct post-qualification to determine whether the Consultant with the best-evaluated proposal has the capability, legal capacity and resource to carry out the contract. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the first ranked consultant using non-discretionary criteria, as stated in the Request for Proposal. The result of the post-qualification shall be embodied in a formal report.

39.2 The criteria for post-qualification or due diligence shall be set out in the request for proposal and shall include-

- (a) legal requirements: to verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the consultant and the fact that it is not included in any “blacklist”;
- (b) technical requirements: to determine compliance of the consulting services offered with the requirements specified in the request for proposal including, where applicable verification and validation of the consultant’s stated competence and experience on similar contracts, and the competence and experience of the consultant’s key personnel to be assigned to the consulting services;
- (c) financial requirements: to verify, validate and ascertain the audited financial statements of the consultant and the financial proposal;
- (d) knowledge of local working conditions;
- (e) current commitments;
- (f) litigation record; or

(g) any other relevant criteria.

Where the first ranked consultant does not meet the post qualification criteria-

(a) the proposal shall be rejected; and

(b) where applicable, post-qualification shall be conducted to the next ranked consultant

The ECSAHC shall use post-qualification criteria as stated in the **PDS**.

39.3 Where the first ranked Consultant does not meet the post-qualification criteria; the proposal shall be rejected; and where applicable, post-qualification shall be conducted to the next ranked Consultant.

40. Proposal:
Negotiation

40.1 Negotiations will be held at the address indicated in the PDS. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the ECSAHC may specify.

41. Proposal
Negotiation:
Technical

41.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The ECSAHC and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the PE to ensure satisfactory implementation of the assignment. The ECSAHC shall prepare minutes of negotiations which will be signed by the ECSAHC and the Consultant.

42. Proposal
Negotiation:
Financial

42.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine-tune the duration of experts' inputs and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.

43. Availability of Professional staff/experts 43.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the ECSAHC expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the ECSAHC will require assurances that the Professional staff/experts will be actually available. The ECSAHC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
44. Proposal Negotiations : Conclusion 44.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the ECSAHC and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the ECSAHC will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the ECSAHC shall negotiate with the remaining responsive Consultants in order of their relative ranking, subject to the right of the PE to reject all proposals.

F. Contract Award

45. Contract Award 45.1 After completing negotiations and prior to awarding of the contract, the ECSAHC shall issue a notice of intention to award the contract to all Consultants who participated in the selection process in question giving Seven (7) working days cool-off period within which to submit complaints to the ECSAHC thereof, if any.
- 45.2 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 or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the ECSAHC will pay the successful Consultant in consideration for the execution of the scope of services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 45.3 The notification of award will constitute the formation of the Contract, subject to the furnishing the Performance Security in accordance with ITC 47.2 and signing the Contract in

accordance with sub-Clause 46,2. Where a successful Consultant fails to sign the contract as required or to provide any required security for the performance of the contract, the ECSAHC shall select the second ranked Consultant.

45.4 Upon the successful Consultant's furnishing of the Performance Security pursuant to ITC Clause 47.2, the ECSAHC will promptly notify unsuccessful Consultants, the name of the winning Consultant and the Contract amount and will discharge the Tender Security or Bid securing declaration of the unsuccessful Consultant pursuant to ITC sub Clause 45.3. The ECSAHC shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.

46. Signing of Contract 46.1 Promptly after notification of award, Procuring Entity shall send the successful Tenderer the draft Agreement, incorporating all terms and conditions as agreed by the parties to the contract

46.2 Within fourteen (14) working days after fulfillment of all conditions precedent, the successful Tenderer and the ECSAHC shall sign the Contract.

46.3 Upon the receipt of the signed Agreement from the Tenderer, the ECSAHC will, within one week, notify the other Tenderers that their Tenders have been unsuccessful

46.4 Upon the Agreement being signed by the parties to the contract, the ECSAHC will, within one week, notify the other Tenderers that their Tenders have been unsuccessful

47. Performance Security 47.1 Within fourteen (14) working days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the ECSAHC a Performance Security in the amount and in the form stipulated in the TDS and the SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract

47.2 If the Performance Security is provided by the successful Consultant, and it shall be in the form specified in the PDS which shall be in any of the following:

- (a) cash, certified cheque, cashier's or manager's cheque, or bank draft;
- (b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of

- credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;
- (c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign consultant bonded by a foreign bank; or
- (d) surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.

47.3 Failure of the successful Consultant to comply with the requirements of sub-Clause 47.1 shall constitute sufficient grounds for cancellation of the award and the ECSAHC may resort to awarding the Contract to the next ranked Consultant or call for new tenders.

48. Commencement of Services 48.1 The Consultant is expected to commence the assignment on the date and at the location specified in the PDS.

G. Review of Procurement Decisions

49. Right to Review 49.1 A Consultant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.

50. Time Limit on Review 50.1 The Consultant shall submit an application for review within Seven (7) working days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.

51. Submission of Applications for Review 51.1

The application for administrative review shall include:

- a) details of the procurement requirements to which the complaint relates;
- b) documentary or other evidence supporting the

complaint where available;

- c) remedies sought; and
- d) any other information relevant to the complaint.

51.2 The Accounting Officer shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.

52. Decision by the Head of Procuring Entity
- 52.1 The Accounting Office shall, within Seven (7) working days after receipt of the complaint or dispute, deliver a written decision which shall indicate:
- a) whether the application is upheld in whole, in part or rejected;
 - b) the reasons for the decision; and
 - c) any corrective measures to be taken;

Section 2: Proposal Data Sheet

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	<p>The PE is: East, Central and Southern Africa-Health Community Secretariat</p> <p>P. O. Box 1009, Arusha, Tanzania.</p> <p>Fax: 255 27 254 9392</p> <p>Tel: 255 27 254 9362/5/6</p> <p>regsec@ecsahc.org</p> <p>www.ecsahc.org</p>
	The identification of the Request for Proposal is RFP No. ECSAHC/209/2025-2028
	The objectives and brief description of the Services are: AS PER TORs
	The Method of Selection is QCBS
1.3	<p>The assignment is not phased.</p> <p>OR</p> <p>The assignment is phased as follows, N/A</p> <p>The assignment is to be completed within three (4) years</p>
2.1	The source of fund is ECSAHC
2.2	The development partner is: N/A
6.1	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in: N/A
9.1	<p>For clarification of proposals the PE 's address is:</p> <p>Attention:</p> <p>Director of Operations and Institutional Development ECSA Health Community, Arusha.</p> <p>P. O. Box 1009, Arusha, Tanzania.</p>

	<p>Fax: 255 27 254 9392</p> <p>Tel: 255 27 254 9362/5/6</p> <p>regsec@ecsahc.org</p> <p>www.ecsahc.org</p>
12.1	The Proposal shall be written in the [<i>English</i>] language.
13.1(d)	Other documents required to be submitted with the Proposal are: N/A
15.3	The estimated number of professional staff-months required for the assignment is: N/A
15.4	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: N/A
15.5	The minimum required qualification and experience of professional staff are as follows: AS PER TOR
16.1(h)	<p>Training is not a specific component of this assignment</p> <p>OR</p> <p>Training is a specific component of this assignment. The details of training required are, <i>N/A</i></p>
16.1(i)	Additional information on the Technical Proposal includes N/A
17.1(d)	<p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> (1). a per diem allowance in respect to Personnel of the Consultant for every day in which the Personnel shall be absent from the home office. (2). cost of locally procured items, office accommodations, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services. (3). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route. (4). cost of communications such as the use of telephone and facsimile required for the purpose of the Services. (5). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services. (6). cost of printing and dispatching of the Reports to be produced for the Services. (7). the cost of training of the PE's personnel <i>N/A</i>

	<p>(8). cost of any subcontract required for the Services in the TOR;</p> <p>(9). other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(10). cost of such further items required for purposes of the Services not covered in the foregoing.</p>	
19.1 (a)	The ECSAHC will provide the following inputs and facilities: N/A	
23.1	Proposals must remain valid for [60] days after the submission date.	
24.2	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal and [2] of copies of the Technical Proposal Financial Proposal.	
25.3(b) and 26.1 and 29.1	The Proposal submission address is: The Proposal submission address is: Director General, ECSA-HC Secretariat Plot 157, Oloirien, Njiro Road P.O. Box 1009 Arusha, Tanzania.	
	Name of the Proposal is: Provision of Financial Audit Services	
	Proposals must be submitted no later than the following 21st March, 2025	
34.2	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	Criteria, sub-criteria	Points (%)¹
	(i) Firm's general experience, reputation and experience in previous similar assignments	20
	(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	30
	(iii) Qualification of the key personnel [Bachelor's degree in finance/accounting plus CPA or ACCA or CA plus three (3) years Audit experience]-25 [Experience in relevant projects and NGO's, International organizations]-15	40

	(iv) Inclusion of local experts	10
	Total Points:	100
	The minimum Technical Score S_t required to pass is: [70] Points.	
36.5	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.	
37.1	The weights given to the Technical and Financial Proposals are: $T = 0.7$ $P = 0.3$ Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following: $S = S_t \times T\% + S_f \times P\%$.	
39.1	The address for contract negotiations is: East, Central and Southern Africa-Health Community Secretariat – Board Room P. O. Box 1009, Arusha, Tanzania.	
46.1	The amount of Performance Security shall be: N/A	
46.2	The Performance Security shall be in the form of: N/A	
48.1	The assignment is expected to commence on - <i>to be agreed during Negotiation</i>	

Section 3. General Conditions of Contract

A. General

1 Definitions

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

24.1.

- (o) **“Reimbursable expenses”** means all assignment-related costs other than Consultant’s remuneration.
- (p) **“Remuneration”** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (q) **“SCC”** means the Special Conditions of Contract.
- (r) **“Services”** means the tasks or activities to be performed and the services to be provided by the Consultant pursuant to the Contract Agreement.
- (s) **“Sub-Consultant”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (t) **“Third Party”** means any person or entity other than the Client, the Consultant or a Sub-Consultant.
- (u) **“Writing”** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

2 Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3 Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 Clients as well as Consultants shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.

3.2 In pursuance of this requirement, the Client shall:

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
- (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings.

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

3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in GCC 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing or in electronic forms that provide record of the content of the communication.

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

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

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

- 4 Interpretation
- 4.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.
- 4.2 Entire Agreement
- (a) The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
- 4.3 Amendment
- (a) No amendment or other variation of the Contract shall be valid unless it is in writing or in electronic forms that provide record of the content of the communication, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Non-waiver
- (a) Subject to GCC 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing or in electronic forms that provide record of the content of the communication, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability
- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions

of the Contract.

4.6 Phased completion

- (a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

5 Documents Forming the Contract and Priority of Documents

5.1 The following documents forming the contract shall be interpreted in the following order of priority:

- (a) The form of contract;
- (b) The Special Conditions of Contract (SCC);
- (c) The General Conditions of Contract (GCC),
- (d) Terms of reference
- (e) Duly registered power of attorney
- (f) Negotiation minutes (if any)
- (g) The Appendices (1 to 7).
- (h) Any other documents listed in the SCC as forming part of the contract

6 Eligibility

6.1 The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.

6.2 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.

7 Governing Language

7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8 Applicable Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of Tanzania.

- 9 Contractual Ethics 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
- 10 Joint Venture, Consortium or Association (JVCA) 10.1 If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties shall sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
- 11 Communications and Notices 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC.
- 11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 12 Assignment 12.1 Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
- 13 Relation between the Parties 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
- 14 Site 14.1 The Services shall be performed at such locations as are specified in the SCC and, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
- 15 Authority of Member in Charge 15.1 In case the Consultant consists of a JVCA of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the

Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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| 16 Authorized Representatives | 16.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC. |
| 17 Taxes and Duties | 17.1 | The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price. |

B. Commencement, Completion and Modification of Contract

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| 18 Effectiveness of Contract | 18.1 | The Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 19 Termination of Contract for Failure to Become Effective | 19.1 | If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 20 Commencement of Services | 20.1 | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC. |
| 21 Expiration of Contract | 21.1 | Unless terminated earlier pursuant to GCC 51 to 54 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 22 Modifications or Variations | 22.1 | Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. . |

C. Consultant's Personnel and Sub-Consultants

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| 23 General | 23.1 | The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services. |
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- 24 Description of Personnel 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are described in Appendix 3 to the contract. If any of the Key Personnel has already been approved by the Client, his/her name shall be listed in such Appendix.
- 25 Approval of Personnel 25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing or in electronic forms that provide record of the content of the communication (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
- 26 Working Hours, Overtime, Leave 26.1 Working hours and holidays, entitlement of leave and overtime, etc for Key Personnel are set forth in Appendix 4 to the Contract.
- 26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant’s remuneration shall be deemed to cover these items.
- 27 Removal and/or Replacement of Personnel 27.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
- 27.2 If the Client:
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
 - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Consultant shall, at the Client’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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

D. Obligations of the Consultant

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| 28 Standard of Performance | 28.1 The Consultant shall: <ul style="list-style-type: none">(a) perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices;(b) always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and(c) at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties. |
| 29 Law Governing Services | 29.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law. |
| 30 Conflict of Interests | 30.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| 31 Consultant Not to Benefit from Commissions, Discounts | 31.1 The Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder. |
| 32 Consultant and Affiliates not to Engage in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services. |
| 33 Prohibition of Conflicting Activities | The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |

- 34 Liability of the Consultant
- 34.1 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- 34.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 34.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
- (a) infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - (b) plagiarism or alleged plagiarism by the Consultant.
- 34.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC 28 provided, however, that the ceiling on the Consultant's liability under GCC 28 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct.
- 34.5 In addition to any liability the Consultant may have under GCC 28, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC 28.
- 35 Insurance to be taken out by the Consultant
- 35.1 The Consultant shall:
- (a) take out and maintain, at it's own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and
 - (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 36 Accounting, Inspection and Auditing
- 36.1 The Consultant shall:
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof; and
 - (b) periodically permit the Client or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 36.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- 37 Consultant's Actions Requiring Client's Prior Approval
- 37.1 The Consultant shall obtain the Client's prior approval in writing or in electronic forms that provide record of the content of the communication before taking any of the following actions:
- a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
 - b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
 - c) Any other action that may be specified in the SCC.
- 37.2 Notwithstanding any approval under GCC 37.1 (b) above, the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- 38 Reporting Obligations
- 37.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in electronic forms acceptable to the client in addition to the

hard copies specified in the said Appendix.

- 39 Proprietary Rights on Documents Prepared by the Consultant
- 38.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the absolute property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client. together with a detailed inventory The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 40 Proprietary Rights on Equipment and Materials Furnished by the client.
- 39.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing or in electronic forms which provide record of the content of that communication, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 41 Performance Security
- 41.1 Performance Security Unless otherwise indicated in the SCC, the Consultant shall upon signing of this Contract, provide at his cost a Performance Security to guarantee the faithful performance of its obligations under this Contract, in the amount and currencies stated in the SCC. The performance security shall be payable to the Client as compensation for any loss resulting from the Consultant's failure to complete its obligations under this Contract. The Performance Security shall be discharged by the Consultant and returned to the Consultant not later than twenty-eight (28) days following the date of completion of the Consultant's performance obligations

and issuance. Performance Security shall be in the amount and currency specified in the SCC.

42 Liquidated Damages

42.1 If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Client shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of a sum equivalent to the amount of the Performance Guarantee. Where the sum of liquidated damages exceeds a sum equivalent to the amount of the Performance Guarantee, the Client shall automatically terminate the Contract, without prejudice to other courses of action and remedies open to it.

42.2 The Client shall terminate the contract and then forfeit the Consultant's Performance Security and take over the execution of the contract or award the same to a qualified Consultant through negotiation, if the delay in the completion of the services exceeds ten (10%) percent of the specified contract time plus any time extension duly granted to the Consultant.

E. Obligations of the Client

43 Assistance and Exemptions

43.1 The Client shall provide to the Consultant any such assistance as may be specified in the SCC and that may be necessary or appropriate for the prompt and effective implementation of the Services.

43.2 The Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
- (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

- 44 Access to project site 44.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such site or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.
- 45 Change in the Applicable Law Related to Taxes and Duties 45.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC 51.2.
- 46 Services, Facilities and Property of the Client 46.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
- 46.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result pursuant to GCC 51.3 hereinafter.
- 47 Counterpart Personnel 47.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
- 48 Client's Representative 48.1 The Authorised Representative from the Client as specified in GCC 16.1 shall be the Client's Representative responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the

deliveries by the Client.

F. Payments to the Consultants

- 49 Cost Estimate of Services: Ceiling Amount
- 49.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract. This includes Remuneration as set forth in GCC - 47.1, and Reimbursable Expenses as set forth in GCC - 47.2.
- 49.2 Except as may be otherwise agreed under GCC 22 and subject to GCC 46.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
- 49.3 Notwithstanding GCC 46.2 hereof, if pursuant to any of the GCC 42 or 44, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC 46.1, the ceiling set forth in GCC 46.2 shall be increased by the amount of any such additional payments.
- 50 Remuneration and Reimbursable Expenses
- 50.1 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services at the rates agreed and specified in Appendix 6 to the Contract and subject to price adjustment, if any, as specified in the SCC. Remuneration for periods of less than one month shall be calculated on the calendar-day basis for time spent on the assignment (one day being equal to 1/30th of a month).
- 50.2 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
- 51 Terms and Conditions of Payment
- 51.1 All payments under this Contract shall be made in United States Dollars to the account of the Consultant specified in the SCC.
- 51.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the Contract, may be charged to the contingency, provided for only if such expenditures were approved by the Client prior to being incurred

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

51.4 If the Client has delayed payments beyond fifteen (15) days after the due date, Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

51.5 Payments in respect of the Services shall be made as specified in from GCC 49-51 inclusive.

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

51.7 With the exception of the final payment under GCC 51, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

52 Advance Payment

52.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. The advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:

- (a) remain effective until the Advance Payment has been fully offset; and
- (b) be in the format as shown in Appendix 7.

52.2 The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.

53 Interim Payments

53.1 After the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC 49 to 51 for such month. The Client shall effect payments within the period specified in GCC 48.3.

54 Final Payment

54.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed

completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.

54.2 Any amount paid to the Consultant in excess of the amount actually payable under the provisions of the Contract shall be reimbursed by the Consultant within thirty (30) days of receipt of the claim from the Client, provided that such claim is lodged within six (6) months after the acceptance of the final report.

55 Suspension of Payments

55.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Termination and Settlement of Disputes

56 Termination for Default

56.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.

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

- (a) If the Consultant fails to remedy a failure in the performance of their obligations under the Contract;
- (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing

for or in executing this Contract;

- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 59.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to; or
- (f) If the Consultant or the Client fails to perform any other obligation under the Contract.

57 Termination for Insolvency 57.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if the Client or the Consultant becomes bankrupt or otherwise insolvent or goes into liquidation other than for reconstruction or amalgamation.

58 Termination for Convenience 58.1 The Client, by notice sent to the Consultant, may in its sole discretion, and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience.

59 Termination because of Force Majeure 59.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty eight (28) days.

59.2 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

60 Cessation of Services 60.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC 53 to 56, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

61 Payment upon 61.1 Upon termination of the Contract pursuant to GCC 53 to 56,

Termination the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to GCC 47.1 for Services satisfactorily performed; and
- (b) reimbursable expenditure pursuant to GCC 47.2 for expenditures actually incurred.

62 Settlement of Disputes

62.1 Amicable Settlement

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

62.2 Arbitration

- (a) If the dispute cannot be settled amicably the same may be settled through arbitration in accordance laws of the Client's Country.

Section 4: Special Conditions of Contract -This part will be filled during contract preparation

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Client is [<i>name, address and name of authorized representatives</i>]
1.1 (d)	The Consultant is [<i>Name, address and name of authorized representatives</i>]
1.1 (J)	The Intended Completion Date is [<i>enter date</i>]
4.6	The assignment is to be completed in the following phases: N/A
6.1	Non-eligible countries are: N/A
6.2	Materials, equipments and supplies used by the Consultant are not permitted if they have originated in. N/A
7.1	The governing language shall be English .
11.1	<p>The addresses for <u>Communications and Notices</u> are:</p> <p>Client :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>
15.1	The Member in Charge is [<i>insert name of member</i>].

16.1	<p>The Authorised Representatives are:</p> <p>For the Client :</p> <p>For the Consultant :</p>
18.1	The effectiveness conditions are the following:
19.1	The time period shall be
20.1	The time period shall be
21.1	The time period shall be
34.4	The ceiling on Consultant's liability shall be limited to
35.1(a)	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Tanzania by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i>; (b) Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i>; (c) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i>; (d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

38.1	<p><i>Note: If there is to be no restriction on the future use of these documents by either Party, then state so above. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>“The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client” .</p> <p>“The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.”</p> <p>“Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.”</p>
40.1	Performance Security shall be
42.1	N/A.
46.2	The ceiling is: N/A
47.1	The prices charged for the Services provided shall be fixed for the duration of the Contract/adjustable in accordance with the price adjustment formula detailed below. N/A
47.2	The Reimbursable expenses are set forth in Appendix 6 to the Contract
48.1	The account (s) is (are):
48.3	The Client shall effect payment within [<i>insert number of days</i>] days.
48.4	<p>The interest rate is [<i>insert rate</i>].</p> <p>[<i>The interest rate shall be normally 1% above the lending rate of scheduled banks in Tanzania</i>].N/A</p>

<p>49.1</p>	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <p>(1) An advance payment <i>[insert amount]</i> in United States Dollars shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p>
<p>49.2</p>	<p>The number of months for which the Advance payment will be offset is <i>[insert number]</i> months.</p>
<p>59.2(a)</p>	<p>The place of Arbitration is. To be agreed by parties to contract</p>

Section 5: Proposal & Contract Forms

5A. Technical Proposal - Standard Forms

- 5A1 Technical Proposal Submission Form
- 5A2 Consultant's Organization and Experience
 - a. Consultant's Organization
 - b. Consultant's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - a. On the Terms of Reference
 - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff
- 5A9 Proposal Securing Declaration Form

Form 5A1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes².

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy]³.

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 23.1 of the Proposal Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 45.1 of the Proposal Data Sheet.

We also confirm that, there is no any authority in the Government of the United Republic of Tanzania that has declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

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

We remain,

Yours sincerely,

[Delete in case no association is foreseen.]

Authorised Signature <i>[in full and initials]</i>	
Name and title of Signatory	
Name of Firm	
Address	

Form 5A2 Consultant's Organization and Experience

Consultant's Organisation

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

Consultant's Experience

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

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

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

Detailed Description of Actual Services Provided by your Staff:

Firm's Name:	
Authorised Signature:	

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

On the Terms of Reference

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

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 19.1 of the Proposal Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

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

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

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

Form 5A5 Work Schedule

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

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

Form 5A6 Team Composition and Task Assignments

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

Form 5A7 Staffing Schedule1

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

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

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

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

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

EMPLOYER 2	FROM:	TO:
EMPLOYER 3	FROM:	TO:
EMPLOYER 4 (etc)	FROM:	TO:
11 WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT	<i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>	

12. CERTIFICATION

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

Name of Expert Signature Date {day/month/year}

Name of authorized Signature Date

Representative of the Consultant
(the same who signs the Proposal)

Form 5A9 Proposal Securing Declaration Form

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of tendering process**]*

Alternative No.: *[insert **identification No if this is a Tender for an alternative**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the PE for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our proposal during the period of Proposal validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Proposal by the PE during the period of Proposal validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITC 48.

We understand this Proposal Securing Declaration shall expire if we are not the successful Consultant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Consultant; or (ii) twenty-eight days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*.

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

5B. Financial Proposal - Standard Forms

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

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

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

Appendix: Financial Negotiations – Breakdown of Remuneration Rates

Form 5B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 23.1 of the Proposal Data Sheet.

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

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

We also declare that there is no any authority in the Government of the United Republic of Tanzania that has declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITT Clause 3).

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

Signed

In the capacity of:

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

Date:

Form 5B2 Summary of Costs

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

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

Form 5B3 Breakdown of Staff Remuneration

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

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

Form 5B4 Breakdown of Reimbursable Expenses

N°	Description ¹	Unit	Unit Cost ²	Quantity	[Indicate sub cost for each item] ³			
	Per diem allowances	Day						
	Travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, etc.							
	materials, supplies, etc.							
	Use of computers,							
	Laboratory tests.							
	Subcontracts							
	Other transportation							
	Office rent, clerical assistance							
	Others (specify)							
Total Costs								

- 1 Delete items that are not applicable or add other items according to Clause 19.1 of the Proposal Data Sheet.
- 2 Indicate unit cost.
- 3 Indicate the cost of each reimbursable item. $Cost = Unit\ Cost \times Quantity$.

Form 5B5 Breakdown of Taxes

Sl. No.	Description ¹	Unit	Unit Cost ²	Quantity	[Indicate cost for each item] ³			

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

5C. Contract Agreement

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix 1: Description of the Services
Appendix 2: Reporting Requirements

- Appendix 3: Personnel and Sub Consultants
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates
- Appendix 7: Form of Bank Guarantee for Advance Payment

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of East, Central and Southern Africa-Health Community Secretariat

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

5D. Appendices

Appendix 1 Description of the Services

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

Appendix 2 Reporting Requirements

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

Appendix 3 Key Personnel and Sub Consultants

List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in C-1.

Appendix 4 Hours of Work for Key Personnel

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

Appendix 5 Duties of the Client

List under:

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

Appendix 6 Cost Estimates

List hereunder cost estimates:

- A. Monthly rates for Personnel (Key Personnel and other Personnel)
- B. Reimbursable expenses:
 - 1. Per diem allowances.
 - 2. Travel expenses.
 - 3. Communications.
 - 4. Printing of documents specified in Appendices A and B hereof.
 - 5. Acquisition of specified equipment and materials to be paid for by the Client (including transportation).
 - 6. Cost of programming and use of, and communication between, the computers.
 - 7. Laboratory tests, model tests, and other technical services.
 - 8. Subcontracts.
 - 9. Other transportation costs

10. Office rent, clerical assistance
11. Other items not covered in the foregoing.

Appendix 7 Bank Guarantee for Advance Payments

Contract No:

Date:

To:

[Name and address of Client]

ADVANCE PAYMENT GUARANTEE No: N/A

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

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

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

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

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

Signature

Signature

Appendix 8 Performance Bank Guarantee [Unconditional] N/A

[The **bank/successful Consultant** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Client requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: [insert name and address of Client]

Date: [insert date]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert name of Consultant] (hereinafter called "the Consultant") has entered into Contract No. [insert reference number of the Contract] dated with you, for the execution of [insert name of Contract and brief description of services] (hereinafter called "the Consulting Services").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight (28) days following the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract or on the [insert number day of [insert month], [insert year], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s) of an authorized representative(s) of the Bank]

Appendix 9 Performance Bond .N/A

By this Bond, *[insert name and address of Consultant]* as Principal (hereinafter called “the Consultant”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Client]* as Oblige (hereinafter called “the Client”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Consultant and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Consultant has entered into a Contract with the Client dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Consultant shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Consultant shall be, and declared by the Client to be, in default under the Contract, the Client having performed the Client’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a proposal(s) from qualified Consultant for submission to the Client for completing the Contract in accordance with its terms and conditions, and upon determination by the Client and the Surety of the highest ranked Consultant, arrange for a Contract between such Consultant and Client and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Client to the Consultant under the Contract, less the amount properly paid by the Client to the Consultant; or
- (3) pay the Client the amount required by the Client to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of completion of the Consultant's performance obligations and issuance of a certificate to that effect under this Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Client named herein or the heirs, executors, administrators, successors, and assigns of the Client.

In testimony whereof, the Consultant has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Consultant]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

SECTION 6: TERMS OF REFERENCE

East Central and Southern Africa Health Community Request for Audit services for the Financial Year Ended 2023/2024

1. INTRODUCTION

East, Central and Southern Africa Health Community (ECSA – HC), (“the Health Community”) wish to request the audit of its financial statements and projects for the financial year ended June 30th 2024. The audit scope shall cover ECSA-HC financial statements (ECSA HC-Corporate), the ECSA College of Surgeons (COSECSA), the ECSA College of Gynecology and Obstetrics (ECSACOG), and the AFE-MPA project.

2. BACKGROUND

The East, Central and Southern Africa Health Community (ECSA) formerly known as the Commonwealth Regional Health Community for East, Central and Southern Africa (CRHC - ECSA) was established in 1974 by Commonwealth Secretariat in London. The secretariat was set up to promote and support the aims of East, Central and Southern Africa Health Community (ECSA), as an intergovernmental organization formed by Ministers of Health to foster and strengthen regional corporation and capacity to address the health needs of East, Central and Southern Africa region.

ECSA-HC currently has 9 member countries namely Kenya, Lesotho, Malawi, Mauritius, Eswatini, Tanzania, Uganda, Zambia and Zimbabwe.

Since 1980, ECSA has functioned under the direct control of Members State governments, who see ECSA as a permanent mechanism for promoting cooperation in health within the ECSA region. The organization has its headquarters and secretariat in Arusha Tanzania. The Secretariat is the focal point for health policy formulation in the region, working closely with Ministries of Health and government institution in the member countries to identify and address priority health needs, stimulate policy dialogue, and promote harmonization approaches.

ECSA is recognized as an important indigenous organization that has earned the support of governments and other regional and international organizations. It enjoys political, administrative and professional support of the Member States who guide and monitor its activities through Ministerial Conferences, Expert Committee Meetings and other forums.

In November 2002, The Conference of Health Ministers held in Entebbe, resolved that the Community be renamed "The East, Central and Southern African Health Community ECSA-HC" as part of the institutional reforms undertaken by the community to reflect ownership.

3. OBJECTIVE OF THE ASSIGNMENT

Through its financial rules and procedures manual ECSA-HC is required to annually carry out the audit of its financial statements to verify the status of its financial position as at the end of the financial year.

The objective of this engagement is to audit ECSA-HC's Financial Statements and its constituent projects. Enable the auditor to express a professional opinion(s) on the financial position of ECSA-HC and its constituent projects at the end of each fiscal year, and on funds received and expenditures incurred for the year ended June 30th 2024.

Both the Organization and projects books of accounts provide the basis for preparation of the financial statements by ECSA-HC, and are prepared to reflect the financial transactions in respect of the organization and projects. ECSA-HC maintains adequate internal controls and supporting documentation for all transactions.

4. PREPARATION OF ANNUAL FINANCIAL STATEMENTS

The responsibility for the preparation of financial statements including adequate disclosure is that of ECSA-HC. ECSA-HC is also responsible for the selection and application of accounting policies. ECSA prepares its financial statements in accordance with the International Public Sector Standards.

The auditor is responsible to form and express an opinion on the financial statements. The auditor will carry out the audit of the organization and its projects in accordance with the International Standards on Auditing (ISA), as promulgated by the International Federation of Accountants (IFAC). As part of the audit process, the auditor may request from ECSA-HC written confirmation concerning representations made in connection with the audit.

5. SCOPE OF THE AUDIT

As stated above, the audit of the Organization and its projects will be carried out in accordance with International Standards on Auditing (ISA) promulgated by the International Federation of Accountants (IFAC), and will include such tests and auditing procedures as the auditor will consider necessary under the circumstances. Along with the accounts of ECSA-HC, the auditor, on a sample basis may visit where applicable and deemed necessary project countries participating in any of the projects and ensure the following are adhered to. Special attention should be paid by the auditor as to whether the:

- (a) the funds provided by the Organization or its Member States (where applicable) or provided by the various development partners have been used in accordance with the conditions of the relevant financing/grant agreements, with due attention to economy and efficiency, and only for the purposes for which the financing was provided – In particular funds provided by the World Bank, and other funding partners.

- (b) Goods, works and services financed have been procured in accordance with the relevant financing or grant agreements including specific provisions of the [World Bank Procurement Policies and Procedures](#).
- (c) All necessary supporting documents, records, and accounts have been maintained in respect of the Organization and all its project activities, including expenditures reported using Statements of Expenditure (SOE) method of reporting. The auditor is expected to verify that respective reports issued during the period were in agreement with the underlying books of account;
- (e) ECSA-HC, its constituent colleges and Project Bank accounts have been maintained in accordance with the provisions of the relevant financing or grant agreements and funds disbursed out of the accounts were used only for the purpose intended in the financial procedure's manual of ECSA-HC, and project financing/grant agreements;
- (f) Where applicable that National laws and regulations have been complied with, and that the financial and accounting procedures approved for ECSA-HC, its constituent colleges and the projects (e.g. operational manual, financial procedures manual, etc.) were followed and used;
- (g) Financial performance of ECSA-HC, constituent colleges and the projects is satisfactory.
- (h) Assets procured for ECSA-HC, constituent colleges and from the project funds exist and there is verifiable ownership by either ECSA-HC or the relevant project, or beneficiaries in line with the financial procedures of ECSA-HC or where specifically mentioned in the financing or grant agreement.
- (i) For World Bank Project, the auditor will review the submitted Withdrawal applications and verify if ineligible expenditures were included in withdrawal applications. These will be identified and reimbursed to the respective Designated Accounts. And a separate note should be made in the audit report for the relevant project.

The audit shall cover the following areas of the organization.

- A specific audit of the World Bank AFE Health Emergency Preparedness and Response and Resilience Program managed by ECSA-HC
- A specific audit of the College of Surgeons (COSECSA)
- A specific Audit of the College of Gynecologists and Obstetrician (ECSACOG)
- An ECSA-HC organization-wide audit consolidating all the funding sources.

In complying with International Standards on Auditing, the auditor is expected to pay particular attention to the following matters:

- a) ***Fraud and Corruption:*** Consider the risks of material misstatements in the financial statements due to fraud as required by ISA 240: The Auditor's Responsibility to Consider Fraud in an Audit of Financial Statements. The auditor is required to identify and assess these risks (of material misstatement of the financial statements) due to fraud, obtain sufficient appropriate audit evidence about the assessed risks; and respond appropriately to identified or suspected fraud;
- b) ***Laws and Regulations:*** In designing and performing audit procedures, evaluating and reporting the results, consider that noncompliance by the implementing agency with laws and regulations may materially affect the financial statements as required by ISA 250: Consideration of Laws and Regulations in an Audit of Financial Statements;
- c) ***Governance:*** Communicate audit matters of governance interest arising from the audit of financial statements with those charged with governance of an entity as required by International Standards on Auditing 260: Communication of Audit Matters with those Charged with Governance.
- d) ***Risks:*** In order to reduce audit risk to an acceptable low level, determine the overall responses to assessed risks at the financial statement level, and design and perform further audit procedures to respond to assessed risks at the assertion level as required by Internal Standard on Auditing 330: the Auditor's Procedures in Response to Assessed Risks.
- e) Follow up on the internal control weaknesses observed in the audits of FY 2017/2018 audit reports, to state whether these have been actioned as recommended in the audit report.

6. ECSA-HC, COSECSA, ECSACOG AND PROJECT FINANCIAL STATEMENTS

The auditor shall verify that both ECSA-HC, its constituent colleges and the projects financial statements have been prepared in accordance with the agreed accounting standards (see paragraph 3 above) and give a true and fair view of the financial position of ECSA-HC as an organization, College of Surgeons COSECSA, ECSACOG and projects as at the financial year ended June 30th 2024, and the income and expenditures for the financial year ended June 30th 2024.

The ECSA-HC, its constituent Colleges and Project Financial Statements will include where applicable:

- a) A statement of funds received, showing funds from the various partners and donors for ECSA-HC, COSECSA, ECSACOG and for the projects the relevant funding partners, project funds from other donors and of expenditures incurred;
- b) A Statement of Income and Expenditure;
- c) A Statement of Financial Position reflecting the assets, liabilities and funding of the Projects on accrual basis;
- d) A Statement of Cash Flow
- e) A summary of expenditures shown under the various budget lines and by Division/Section or categories of expenditure, both for the current fiscal year and previous year figures
- f) A Statement of Comparison of Budget and Actual Amounts, on the basis of the budget; and
- g) A Summary of the principal accounting policies that have been adopted, and other explanatory notes;
- h) A list of material assets acquired or procured to date under ECSA-HC and those acquired with project funds

7. STATEMENT OF EXPENDITURES (SOEs)

In addition to the audit of the financial statements, the auditor is required to verify all SOEs used as a basis for the submission of withdrawal applications to the World Bank for bank funded projects and those used to request for funds under Global fund and Surg Africa. The auditor will apply such tests and auditing procedures as considered necessary under the circumstances. Annexed to the financial statements should be a schedule listing individual SOE withdrawal applications by specific reference number and amount where applicable.

8. PROJECT SPECIFIC BANK ACCOUNTS

In conjunction with the audit of the Project financial statements, the auditor is also required to review the activities of the Designated Account associated with the project. The Designated Account usually comprises:

- Advance deposits received from the various funding partners;

- Replenishments substantiated by the requisite methods of request for replenishments from the donors;
- Interest that may have been earned on the accounts, and which belong to ECSA-HC
- Replenishments based on project expenditures

The auditor should examine the eligibility of financial transactions during the period under examination and fund balances at the end of such a period, the operation and use of these accounts in accordance with the relevant general conditions, of the relevant financing or grant agreements and the adequacy of internal controls.

9. AUDIT REPORT

The auditor will issue an opinion on the specific project financial statements, for ECSA-HC, COSECSA, ECSACOG and the project. The annual audit report for the Colleges, project and ECSA-HC's accounts shall include a management letter highlighting key internal control weaknesses and non-compliance with provisions in any financing or grant agreements signed with various funding partners.

Separate audit reports shall be prepared for ECSA-HC, COSECSA, ECSACOG and the AFE-MPA project.

Time Frames: at the start of the Audit an audit entrance meeting will be undertaken between ECSA-HC, COSECSA, ECSACOG, AFE MPA project and the Auditor to outline the audit requirements, responsibilities of all parties, and time frames for the field work. It is expected that the Auditor will provide draft reports 5 days after the end of the field work and ECSA-HC will provide comments within 5 days of receipt of the drafts. Priority will be given to the World Bank and Colleges, whose due dates are 30th September 2024 and 31st December for the WB project. Final Audit reports shall be received by ECSA not later than **30th November 2024**.

10. MANAGEMENT LETTER

In addition to the audit reports, the auditor will prepare separate management letters for each audit report, in which the auditor will:

- (a) Give comments and observations on the accounting records, systems and controls that were examined during the course of the audit;
- (b) Identify specific deficiencies or areas of weakness in systems and controls, and make recommendations for their improvement;

- (c) Report on the degree of compliance of each of the financial covenants in the financing agreement and give comments, if any, on internal and external matters affecting such compliance;
- (c) Communicate matters that have come to his/her attention during the audit which might have a significant impact on the implementation of the project;
- (d) Give comments on the extent to which outstanding issues/qualifications issues have been addressed;
- (e) Give comments on previous audits' recommendations that have not been satisfactorily implemented; and
- (f) Bring to the recipient's attention any other matters that the auditor considers pertinent, including ineligible expenditures.

Ideally, the management letter should also include responses from ECSA-HC management on the issues highlighted by the auditor.

11. AVAILABLE INFORMATION

The auditor should have access to all legal documents, correspondences, and any other information associated with ECSA-HC and its constituent Colleges and projects deemed necessary by the auditor. The auditor will also obtain confirmation of amounts disbursed to the ECSA-HC, Colleges and projects and where possible what was not disbursed by the various donors. Available information shall include copies of the relevant: project documents; financing or grant agreements; financial reports prepared during the period; any other reports such as supervision mission reports and implementation status reports.

12. GENERAL

The financial statements, including the audit report, management letters and management responses shall be ready and made available to the various donors by 30th September for Colleges, and 30th November for the project and ECSA-HC.

The auditor shall submit all audit reports to ECSA-HC Director general in sets of 4 original copies of the audit reports and the relevant management letters.

It is highly desirable that the auditor becomes familiar and well acquitted with the relevant financial and procurement guidelines for the funding partners and donors.

LETTER OF ENGAGEMENT

A formal letter of engagement specifying the scope of audit shall be prepared and signed between ECSA-HC and the auditor prior to the beginning of each assignment. The letter of engagement shall also clearly spell out the responsibilities of the two parties.

The Auditor shall communicate information to ECSA-HC regarding the nature and extent of planned testing and reporting on compliance with laws and regulations and internal control over financial reporting. Additionally, will also ensure to;

- Institute quality control procedures to ensure that sufficient appropriate evidence is obtained through inspection, observation, inquiries, and confirmations to afford a reasonable basis for an opinion regarding the financial statements under audit.
- Hold entrance and exit conferences with the recipient.

Section 7: Undertaking by Consultant on Anti - Bribery Policy / Code of Conduct and Compliance Programme

MEMORANDUM (Format 1)

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. a

I have an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that I comply to the No-bribery commitment given in this statement, as well as by all third parties working with me on the international organization projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of the Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

MEMORANDUM (Format 2)

I _____ (*name of consultant*) have issued, for the purposes of this proposal, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that I will comply to the No-bribery commitment given in this statement, as well as by all third parties working with me on the international organization projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____