

**REQUEST FOR PROPOSALS
RFP# QCBS/03/07**

**Consulting Services for the Design and
Implementation of Household Survey and
Community Profile**

**United Republic of Tanzania
Millennium Challenge Account - Tanzania**

**Funded by
THE UNITED STATES OF AMERICA
THROUGH
THE MILLENNIUM CHALLENGE CORPORATION**

October 15, 2007

Table of contents

SECTION 1. LETTER OF INVITATION	3
SECTION 2. INSTRUCTIONS TO CONSULTANTS.....	5
Instructions to Consultants – Data Sheet.....	26
SECTION 3. TECHNICAL PROPOSAL – FORMS.....	28
SECTION 4. FINANCIAL PROPOSAL - FORMS.....	41
SECTION 5. TERMS OF REFERENCE.....	45
SECTION 6. PROPOSED FORM OF CONTRACT	58
I. General Conditions of Contract.....	62
II. Special Conditions of Contract	77
III. Appendices	82

SECTION 1. LETTER OF INVITATION

Dar es Salaam, Tanzania, October 15, 2007

Dear Consultants:

This Request for Proposals (RFP) is issued to firms responding to the Specific Procurement Notice that appeared on *dgMarket* and *UNDBOnline* on September 14th 2007, and on the *Guardian local newspaper* on Wednesday October 10, 2007. The Millennium Challenge Account–Tanzania (*MCA-T*) is pleased to invite you (Consultant) to submit a detailed proposal.

The Government of Tanzania (*GoT*) has submitted a proposal for consideration for a Compact (grant) from the Government of the United States of America through the Millennium Challenge Corporation (*MCC*), a government-owned corporation. Additionally, the GoT has been awarded pre-Compact Grant funds (“*609g funds*”) to support the development of the Compact and its implementation. The GoT intends to use a portion of the proceeds of the pre-Compact Grant to hire a Consulting Firm to design and implement **a household survey (the Household Survey) and a community profile (the Community Profile) to collect data for an impact evaluation of road projects.**

The goal of the Program proposed to be funded by the MCC Compact is to stimulate economic growth, increase household incomes, and raise the quality of life in program areas through targeted infrastructure investments in transportation, water, and energy. The specific objectives of the Program are to: (1) expand and strengthen transport infrastructure to stimulate economic activities in selected agricultural areas, improve access to basic services, and enhance the development of key tourist destinations; (2) increase the supply and reliability of potable water for domestic and productive use in urban and rural areas; and (3) increase the capacity, consistency, and coverage of power supply to consumers in rural and urban areas.

In this procurement proceeding, the Republic of Tanzania is represented by the Millennium Challenge Account-Tanzania (*MCA-T*).

On behalf of GoT, MCA-T now invites proposals to provide the following consulting services: **Design and Implementation of Household Survey and Community Profile.** More details on the Consulting Services are provided in the Terms of References attached to this RFP. The rules and procedures for this procurement are set out in the Instructions to Consultants also included in this RFP.

This invitation is for a fixed-price based financial proposal payable in US dollars or Tanzanian Shillings only. The term of the contract will be approximately 6 months (with up to two option periods) from the date of signature of the contract. The contract is expected to start in January 2008.

A firm will be selected under the Quality- and Cost-Based Selection (QCBS) procedures **described in this RFP**. Consultants are advised that these procedures are governed by the MCC Program Procurement Guidelines¹. Although these procedures are similar to those set out in the World Bank Guidelines: Selection and Employment of Consultants by World Bank Borrowers, there are several significant differences and firms are advised to review these instructions carefully.

After downloading the RFP and the Registration Form from the Ministry web site www.mof.go.tz, please register your firm as a Consultant by filling in the Registration Form and sending it to passey@mof.go.tz and Paschal_assey@yahoo.com in PDF format with the following in the subject line: **Design and Implementation of Household Survey and Community Profile**. Please also inform us with the same Form whether you will submit a proposal alone or in association. The registration should be done by the close of the business day in Tanzania on **October 26, 2007**. The purpose of registration is to facilitate uniform and timely distribution of relevant information such as responses to requests for clarification and any amendments.

Please be advised that registration is not complete until the Consultant receives a confirmation number. Proposals submitted by Consultants that have not registered will not be considered for evaluation and will be returned unopened to the Consultants. The MCA-T will send the list of registered Consultants to all participants in the selection procedure for which this RFP is issued.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal – Forms
- Section 4 - Financial Proposal – Forms
- Section 5 - Terms of Reference
- Section 6 - Proposed Form of Contract

Please note that a Pre-Proposal Conference will not be held.

The closing time for receipt of proposals is **November 9, 2007 at 2:00 pm** in Dar es Salam, Tanzania.

Yours sincerely,

Paschal Assey,
For the Permanent Secretary,
Ministry of Finance.
P.O. Box 9111.
Dar es Salam, Tanzania.
Fax: +255 22 212 4644
e-mail : passey@mof.go.tz and paschal_assey@yahoo.com

¹ The MCC program guidelines can be found at: <http://www.mcc.gov/documents/mcc-guidelines-programprocurement.pdf>.

SECTION 2. INSTRUCTIONS TO CONSULTANTS

Definitions

- (a) “Compact” means the proposed agreement, including all supplemental documents, between the Millennium Challenge Corporation and the GoT that if and when executed will provide Grant funding (“Compact funding”) from the United States of America for a program of activities to help reduce poverty in Tanzania through economic growth.
- (b) “Consultant” or “Firm” means any entity or person that may provide or provides the Services to MCA-T under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents referenced therein including the Form of Contract and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific information about the procurement procedures and the assignments.
- (e) “Day” means calendar day unless “business day” is explicitly stated.
- (f) “GoT” means the Government of the Republic of Tanzania.
- (g) “Instructions to Consultants” or “Instructions” (Section 2 of this RFP) means the document which provides Consultant(s) with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of this RFP) means the Letter of Invitation from MCA-T addressed to all registered Consultants.
- (i) “MCA-T” is the principal with which the selected Consultant signs the Contract for the Services.
- (j) “MCC” means the Millennium Challenge Corporation.
- (k) “MCC Program Procurement Guidelines” means the official set of rules and procedures that governs all MCC Compact-funded procurement. The Guidelines can be found at <http://www.mcc.gov/documents/mcc-guidelines-programprocurement.pdf>.
- (l) “Program” means the full scope of project activities to be funded under the Compact between MCC and the Government of Tanzania.

- (m) “Pre-Compact Grant” or “609g grant” means the proposed pre-Compact Grant between MCC and the GoT that if and when executed will provide pre-Compact Grant funding from the United States of America to Tanzania to support Compact implementation and pre-Compact activities.
- (n) “Personnel” means professionals and support staff of the Procurement Services Consultant or its Sub-Consultant/partner/associate who are assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Tanzania; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Tanzania. “Key Personnel” means the Personnel identified as necessary to provide the Services.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal.
- (p) “RFP” means this Request for Proposal for the selection of the Consultant.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Services.
- (s) “Terms of Reference(s)” (TOR) means the documents included in this RFP as Section 5 which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MCA-T and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 MCA-T will select a Consultant from all registered Consultants, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for the Services. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To

obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a site visit and a pre-proposal conference, if one is scheduled as indicated in the Data Sheet. Attending the pre-proposal conference and/or site visit is optional and their attendance shall not be taken into account for the purpose of evaluation.

Conflict of Interest

- 1.4 MCA-T requires that Consultants provide professional, objective, and impartial advice and at all times hold MCA-T's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.4.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A Consultant that has been engaged by MCA-T to provide goods, 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 goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, including but not limited to surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Consultant (including its Personnel, Sub-Consultants or 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 MCA-T or any other client of the Consultant. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of MCA-T's staff, Procurement or Fiscal Agents hired (as

defined in the Compact) by MCA-T who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC throughout the selection process and the execution of the Contract.

1.4.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of MCA-T, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.4.3 No agency or current employees of the Government shall work as personnel of the Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Government to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When a Consultant nominates any current Government employee as Personnel in its Technical Proposal, such Personnel must have written certification from the Government confirming that they are on leave without pay from their official position and are allowed to work full-time outside of their previous official position. Such certification shall be provided to MCA-T by the Consultant as part of its Technical Proposal.

Unfair Advantage

1.4.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, MCA-T shall make available to all Consultants upon request together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.5 Consultants participating in projects funded by MCC shall adhere to the highest ethical standard, both during the selection process and throughout the execution of a contract. In pursuance of these objectives, MCC:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution or the making of any payment to any third party, in connection with or in furtherance of a contract, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 USC 78a et seq.) (FCPA), or any other actions taken that otherwise would be in violation of the FCPA if the FCPA were applicable;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of the MCA-T or the GoT, and includes collusive practices among those parties submitting Proposals (prior to or after Proposal submission) designed to establish Proposal prices at artificial noncompetitive levels and to deprive the MCA-T of the benefits of free and open competition;
- (iii) “collusive practices” means a scheme or arrangement between two or more parties submitting Proposals with or without the knowledge of the MCA-T, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; and
- (v) “prohibited practices” means any action that violates Paragraph E (Compliance with Anti-Corruption Legislation), Paragraph F (Compliance with Anti-Money Laundering Legislation) and Paragraph G (Compliance with Terrorist Financing Statutes and Other Restrictions) of the “General Provisions Annex” that will be incorporated by reference into this contract and may be found on the MCC website at http://www.mcc.gov/guidance/compact/general_provisions.pdf
- (vi) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to impede materially an

investigation by MCC or MCA-T into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and

- (bb) acts intended to impede materially the exercise of the inspection and audit rights of MCC provided under the Compact;
- (b) may reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, obstructive or prohibited practices in competing for the contract in question;
- (c) may cancel the portion of the MCC funding allocated to this contract if it determines at any time that representatives of the MCA-T or of a beneficiary of MCC funding were engaged in corrupt, fraudulent, collusive, coercive or prohibited practices during the selection process or the execution of this contract, without the MCA-T or beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation;
- (d) may pursue sanction of a consultant, including declaring the consultant ineligible, either indefinitely or for a stated period of time, to be awarded an MCC-funded contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, obstructive or prohibited practices in competing for, or in executing, an MCC-funded contract; and
- (e) will have the right to require that a provision be included in solicitation documents and in contracts funded by MCC, requiring the selected Consultants to permit the MCA-T MCC, or any designee of MCC, to inspect their accounts and records and other documents relating to the submission of a proposal or performance of the contract and to have them audited by auditors in accordance with the Compact.

- 1.6 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with Paragraph 1.5 above. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.7 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP or their proposal and during performance of the Contract once awarded, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Consulting Services**
- 1.8 Goods supplied and Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, Tanzania or the United States of America prohibits commercial relations with that country, or such country is a prohibited source as may be specified in the Compact; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Tanzania prohibits any imports of goods from that country or any payments to persons or entities in that country.
 - (iii) Any person or entity that has been blacklisted from participation in procurements funded by the World Bank or debarred or suspended from participation in procurements funded by the United States Government or otherwise prohibited by applicable United States law or Executive Order or United States policies, including under any then-existing anti-terrorist policies or as may be specified in the Compact, shall be excluded from procurements awarded under the Compact. Without limiting the foregoing, this would remove from eligibility any consultant, sub-consultant or personnel of any party, who or which are nationals of any country that is subject to sanction or restriction by United States law or policy. As of the date hereof, these countries are Cuba, Iran, North Korea, Sudan, and Syria.
- Only one Proposal**
- 1.9 Consultants may submit only one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual

experts, in more than one Proposal. All Proposals shall include the **explicit written consent** of all parties, including individual experts, stating that they willingly associate with the Consultant. This consent could be demonstrated by a letter on the letterhead of the Sub-Consultant and/or by the signatures of the individuals on their CV. If this consent is not ascertained prior to submitting the Proposal, the Proposal may be rejected.

Proposal Validity

- 1.10 Proposals must remain valid for ninety (90) days after the submission date, unless otherwise specified in the Data Sheet. During this period, the Consultant shall maintain the availability of Key Personnel nominated in its Proposal. The MCA-T will make its best efforts to complete contract negotiations within this period. Should the need arise, however, the MCA-T may request that the Consultants extend the validity period of their Proposals. Those Consultants who agree to such extension shall confirm that they maintain the availability of the Key Personnel nominated in their Proposal, or, in their confirmation of extension of validity of the Proposal, could submit new Key Personnel in replacement, which would be considered in the final evaluation for the contract award. Those Consultants who do not agree to the extension have the right to refuse to extend the validity of their Proposal, and their Proposals shall not be considered further.

Eligibility of Sub-Consultants

- 1.11 In case a Consultant intends to associate with other Consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in Paragraphs 1.4, 1.5, and 1.8 above.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request clarification of the RFP documents up to fourteen (14) days before the proposal submission date, unless otherwise specified in the Data Sheet. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to MCA-T at the address indicated in the Data Sheet.
- 2.2 The MCA-T will respond within five (5) days by paper mail, facsimile, or electronic mail to such requests and will send written copies of the response (including a description of the query but without identifying the source of the inquiry) to all Consultants.
- 2.3 At any time before the submission of Proposals, the MCA-T may, for any reason, whether at its own initiative or in response to a request for clarification, amend this RFP. Any amendment shall

be issued in writing through addenda. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments in writing by paper mail, facsimile, or electronic mail. To give Consultants reasonable time in which to take an amendment into account in their Proposals, MCA-T may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 In preparing the Proposal, the Consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in the rejection of the Consultant's Proposal.

3.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with other Consultants in a joint venture or a Sub-Consultancy arrangement. In the case of a joint venture, all partners shall be jointly and severally liable and the joint venture agreement shall indicate who will act as the leader of the joint venture.

(b) Alternative professional staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.

Language

(c) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. In all cases where the Data Sheet allows for two languages, the English language shall govern.

Financial Capacity

3.3 The Consultant's financial capability to mobilize and sustain the Services is imperative. Therefore, in its Proposal, the Consultant is required to provide information on its financial status using form TECH-2 of Section 3 of this RFP.

3.4 A Consultant that fails to demonstrate through its financial submission that it has the financial capacity to perform the required Services as described in the Terms of Reference may be disqualified. In the circumstance of a disqualification, the Technical Proposal will not be evaluated further and the Financial Proposal shall be returned unopened.

**Technical Proposal
Format and Content**

3.5 The Technical Proposal shall provide the information required in the attached TECH forms (Section 3). Each part shall not exceed the number of pages specified below using a minimum of size 10 and maximum of size 12 font in Times New Roman or equivalent. A page is considered to be one printed side of A4 or letter size paper. All annexes, charts, CV's and tables are not included in this page limit. A Technical Proposal that does not conform to these requirements may be rejected. **If any part exceeds the page limit for that part, the Technical Evaluation Panel will read and review only up to the maximum number of pages for that part. The pages that are in excess of the maximum number will be neither read nor evaluated.** The following is a list of the Technical Proposal documents and any applicable page limits:

TECH-1 Technical Proposal Submission Form – [no limit]

TECH-2 Financial Capacity – [no limit]

TECH-3 Organization of the Consultant – [10 pages]

TECH-4 Experience of the Consultant – [15 pages]

TECH-5 References of the Consultant – [3 pages]

TECH-6 Description of Approach, Methodology and Work Plan for Performing the Services – [30 pages]

TECH-7 Comments and Suggestions – [5 pages]

TECH-8 Team Composition and Task Assignments – [no limit]

TECH-9 Staffing Schedule – [no limit]

TECH-10 Work Schedule – [no limit]

TECH-11 Curriculum Vitae for Proposed Professional Staff [no limit]

3.6 The Technical Proposal shall not include any financial information which may totally or partially disclose the offered proposal price. A Technical Proposal containing such financial information shall be rejected.

3.7 The Consultants should provide all the information as requested in the TECH forms enclosed in Section 3.

3.8 *Experience and Competence of Consultant*

- (a) A brief description of the Consultants' organization including an organization chart showing the numbers of staff and their positions using form TECH-3 of Section 3.
- (b) An outline of recent experience of the Consultant and, in the case of a joint venture, of each partner, on assignments of a similar nature, is required in form TECH-4 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants or Professional Staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by its client as a corporation or as one of the major firms within a joint venture or other association. Assignments completed by individual Professional Staff 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 themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by MCA-T.
- (c) The Consultant's references for at least 3 completed projects (and a maximum of 6 projects) using form TECH-5 of Section 3.

3.9 *Approach and Methodology*

The Technical Proposal

- (a) Must include a description of the approach, methodology, work plan, organization chart and staffing schedule for performing the assignment. Guidance on the content of this section of the Technical Proposal is provided under form TECH-6 of Section 3. The work plan should be consistent with the Work Schedule (form TECH-10 of Section 3), which will show in the form of a bar chart the timing proposed for mobilization of the Consultant and for executing the contract.
- (b) May include comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities using form TECH-7 of Section 3.
- (c) Must include
 - (i) a list of the proposed Professional Staff by area of

expertise, the position that would be assigned to each staff member, and their tasks (using form TECH-8 of Section 3);

(ii) job descriptions of all positions the Consultant intends to fill through its staff/consultants as part of the Approach, Methodology and Work Plan (Form TECH-6) including the job descriptions for the Key Personnel that the Consultant considers essential for providing the Services;

(iii) an organization chart together with a description of the composition of team and task assignments.

- (d) The staffing requirements to carry out the responsibilities, duties and tasks for this Contract will be determined by the Consultant. For purposes of staffing and organization, the Consultant needs to consider the activities to be completed under this Compact as set forth above. The Consultant shall be prepared to increase and/or replace its staff as required by the work load and delivery commitments.
- (e) Must include estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment using form TECH-9 of Section 3. The staff-months input should be indicated separately for home-office, if applicable, and field activities, and for foreign and local Professional Staff. The Consultant should note that most of the work for the assignment shall be performed in Tanzania.

3.10 *Key Personnel*

- (a) The Technical Proposal must include CVs of the Key Personnel as required in the Terms of Reference and/or determined to be necessary by the Consultant to meet its proposed approach and methodology using form TECH-11 of Section 3. Each CV shall include a signed consent of the individual proposed given by the individual represented or by an authorized representative and shall identify three references for the individual.
- (b) Alternative Key Personnel shall not be proposed. Only one curriculum vita (CV) may be submitted for each position.

3.11 The Technical Proposal shall not include any financial information that may disclose the financial proposal in any form. A Technical Proposal containing such financial information may

be rejected.

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| Financial Proposal | <p>3.12 The Financial Proposal shall be prepared using the attached FIN forms in Section 4. The total fixed-price shall be set out using Form FIN-2 in Section 4.</p> <p>3.13 The Financial Proposal should include a completed Form FIN-3 which provides the breakdown of remuneration for staff) unless indicated otherwise in the data sheet. (foreign and local, in the field and at the Consultants' home office. The information in Form FIN-3 is requested only to establish reasonableness of the price and to price payments to the Consultant for possible additional services if requested by MCA-T.</p> |
| Currency | <p>3.14 The Consultants shall express the price of their Services in United States Dollars or Tanzanian Shilling only. Payment shall also be made in US Dollars or Tanzanian shilling only.</p> <p>3.15 The Financial Proposal shall include all costs and prices, including all taxes, custom duties, and other levies, that the Consultant is likely to incur in its home country, in Tanzania, or in any other country.</p> |
| Taxes | <p>3.16 The tax provisions are set out in the proposed Form of Contract included in Section 6 of this RFP. There shall be no adjustment in price to incorporate taxes after submission of the Financial Proposal.</p> |
| 4. Submission, Receipt, and Opening of Proposals | <p>4.1 The original Technical Proposal and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself in submitting the Proposal. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.</p> <p>4.2 An authorized representative of the Consultant shall initial all pages of the Proposal. The representative's authorization shall be confirmed by a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.</p> <p>4.3 Consultants must submit an original and five (5) copies of both the Technical Proposal and the Financial Proposal. In addition, the Consultant shall submit a CD or other electronic version (excluding email) of the Technical Proposal. (An electronic</p> |

copy of the Financial proposal is not to be submitted.) The signed originals shall be marked “ORIGINAL: Technical Proposal” and “ORIGINAL: Financial Proposal” respectively. Similarly, each copy shall be marked “COPY: Technical Proposal” and “COPY: Financial Proposal” respectively. All required copies shall be made from the original. If there are discrepancies between the original and the electronic or paper copies of the Proposal, the originals shall govern.

- 4.4 The original and all copies of the Technical Proposal (including the CD or other non-email electronic copy of the Technical Proposal) shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL – DESIGN AND IMPLEMENTATION OF HOUSEHOLD SURVEY AND COMMUNITY PROFILE**”. Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL – DESIGN AND IMPLEMENTATION OF HOUSEHOLD SURVEY AND COMMUNITY PROFILE**” and marked with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The two envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the notation “**MCC Compact – DESIGN AND IMPLEMENTATION OF HOUSEHOLD SURVEY AND COMMUNITY PROFILE**” and the name and full address of the Consultant submitting the Proposal. The outer envelope shall also bear the submission address stated in Paragraph 4.6 below and be clearly marked, “**DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OFFICIAL APPOINTED BEFORE November 9, 2007, 2:pm .**”
- 4.5 MCA-T shall not be responsible for misplacement, loss or premature opening of the proposal if the outer envelope is not sealed and/or marked as stipulated. Failure to correctly seal and mark the envelope may be a cause of rejecting the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejecting the Proposal.
- 4.6 The Proposal must be sent to the address indicated in the Data Sheet.
- 4.7 The Proposal must be received by MCA-T no later than the time and date indicated in the Data Sheet, or any extension to this date. Any proposal received by MCA-T after the deadline for submission shall be returned unopened.

- 4.8 The Technical Proposal shall be opened immediately after the deadline for submission of Proposals in a public opening. The Financial Proposal shall remain sealed. The names of the submitting Consultants shall be announced, and the minutes of the meeting prepared and signed by all present.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the contract is awarded, if any Consultant wishes to contact the MCA-T on any matter related to its Proposal, it shall do so only in writing to the following address:

Attention: Mr. Paschal Assey
Office of the Permanent Secretary
Ministry of Finance
P.O. Box 9111
Dar es Salam, Tanzania
Fax: +255 22 212 4644
e-mail : passey@mof.go.tz and Paschal_assey@yahoo.com

Evaluation of Technical Proposals

- 5.2 Any effort by a Consultant to influence the MCA-T in the Proposal evaluation, Proposal comparison or contract award decisions shall result in the rejection of such Consultant's Proposal.
- 5.3 Proposals shall be evaluated by a Technical Evaluation Panel (Panel) nominated by MCA-T. The names of the Panel members shall remain confidential at all times. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and MCC issues its approval of the Technical Evaluation Report.
- 5.4 The Panel as a whole and each of its members individually, shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, as specified in the data sheet. Each Proposal that is not rejected for reasons stated in these Instructions will be given a technical score (St).
- 5.5 At the discretion of the Panel, requests for clarification may be sent to the Consultants in writing by paper mail, facsimile or electronic mail by MCA-T. Such clarifications shall only concern minor elements of the Proposals and in no way can allow for substantial changes to the original Proposal. Responses shall be provided only in writing by paper mail, facsimile or electronic mail.

- 5.6 In the event that no Consultant earns the minimum total technical score for the required Services, the MCA-T reserves the right to select the Consultant with the highest technical score and negotiate the contract.
- Financial Capacity Evaluation**
- 5.6 The Consultant's financial capability to mobilize and sustain the Services is imperative. In its Proposal, the Consultant is required to provide information on its financial status. The information required should be completed using the Form-TECH-2.
- 5.6.1 A Consultant that fails to demonstrate through its financial records, financial statements or Business Information Report that it has the financial capacity to perform the required Services as described in the respective Terms of Reference may be disqualified at the discretion of MCA-T. In the circumstance of a disqualification the Technical Proposal will not be evaluated further and the Financial Proposal shall be returned unopened. MCA-T may at its discretion ask for clarifications or additional information regarding the information provided in form TECH-2.
- 5.6.2 The outcome of the Financial Capacity evaluation is a clear YES or NO. Any Consultant that receives a NO shall not be evaluated further and its Financial Proposal shall be returned unopened. The Proposals that receive a YES at this stage will be evaluated further according to the following technical scoring criteria.
- Technical Scoring**
- 5.7 Technical Scoring:
- (a) Experience and Competence of Consultant [See data sheet for evaluation criteria and weighting system]
- (b) Approach and Methodology [See data sheet for evaluation criteria and weighting system]
- (c) Key Personnel [See data sheet for evaluation criteria and weighting system]
- 5.8 Following the ranking of technical Proposals, in cases when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given below for Negotiations. In case of QCBS and LCS, the procedure specified below in 5.5 shall be followed.

- 5.9 After the evaluation of the Technical Proposals is completed, the MCA-T shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were otherwise rejected for reasons described in this RFP, indicating that their Financial Proposals will be returned unopened after the Panel completes the selection process. The MCA-T shall simultaneously notify the Consultants who have secured at least the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 5.10 To safeguard the integrity of the process, the Financial Proposals shall be opened publicly in the presence of independent witnesses and Consultants' representatives who choose to attend. The names of the Consultants, the technical scores, and the proposed prices shall be read aloud and recorded. The MCA-T shall prepare minutes of the public opening. A copy of the record of the public opening shall be sent to all Consultants.
- 5.11 The Panel will correct any computational errors. When correcting computational errors, in case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail.
- 5.12 The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident Consultants (and to be paid under the contract, unless the Consultant is exempted).
- 5.13 At any time during the evaluation process, the MCA-T reserves the right to conduct a verification of market-reasonableness of the prices offered, and a negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the Proposal at the discretion of the MCA-T. The Consultant shall not be permitted to revise its Proposal after this determination.
- 5.14 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial

Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.15 Prior to inviting the highest ranked Consultant for negotiations, the MCA-T may, at its own discretion, conduct a post-qualification review. The criteria for post-qualification will include, among other things, verification of the information provided, as well as a check on the references provided in the Proposal. A negative determination in the post-qualification review could lead to the rejection of the Proposal. The MCA-T will notify the highest ranked Consultant of this negative determination, and will give ten (10) days to the Consultant to submit a response to the reasons for the negative determination. If not satisfied with the response, the MCA-T may, at its discretion, move to invite the next-ranked Consultant.

6. Negotiations

- 6.1 After the conclusion of the above processes, the successful Consultant shall be invited for negotiations in Tanzania at a time and place specified in the data sheet.
- 6.2 The date and time shall be communicated to the invited Consultant following completion of the Financial Evaluation process. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all proposed staff. Failure in satisfying such requirements may result in the rejection of the Consultant's Proposal and the MCA-T proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 6.4 Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the Consultant to improve the Terms of Reference. The MCA-T and the invited Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, reporting, and all other relevant details. The agreed-upon work plan and final Terms of Reference will then be incorporated into the "Description of Services" and form part of this Contract. Special attention will be paid to clearly defining the inputs and facilities required from MCA-T to ensure satisfactory implementation of the assignment. The MCA-T shall prepare minutes of negotiations,

which will be signed by the MCA-T and the Consultant.

- | | | |
|---|-----|--|
| Financial negotiations | 6.5 | Pursuant to clause 3.8, 3.9, and 3.10 above, Financial Negotiations shall not include discussions of and adjustments for the Consultant's tax liabilities. Further, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Personnel, MCA-T expects to negotiate the Contract on the basis of the Key Personnel named in the Proposal. Before contract negotiations, MCA-T will require assurances that the Key Personnel will be actually available. MCA-T will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Key Personnel were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.3 | Negotiations will conclude with a review of the draft Contract. To complete negotiations MCA-T and the selected Consultant will initial the agreed-upon Contract. If negotiations fail, MCA-T will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, and will not be liable for any expenses incurred by the Consultant because of failed negotiations irrespective of the reasons for this failure. |
| 7. Award of Contract | 7.1 | Prior to a contract award, an affirmative check will be made to determine the eligibility of the Consultant to receive a contract as set forth in paragraphs 1.5, 1.6 and 1.8 above. It will be the responsibility of the Consultant to determine the eligibility of its Sub-Consultants, associates, and individual staff. |
| | 7.2 | After the negotiations are completed with the selected Consultant, the MCA-T will promptly notify other Consultants that they were unsuccessful. After allowing for the period for the bid challenge process (see 9.1 below), the contract will be awarded. The MCA-T shall, after the contract signing, return the unopened Financial Proposals of those Consultants who did not |

pass the technical evaluation or were otherwise rejected or disqualified.

- 7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted Proposals or to any other person not officially concerned with the evaluation process, until the winning Consultant has been notified that it has been awarded the contract.

9. Complaints

The MCA Entity shall entertain a bid challenge from any contractor, supplier or consultant that claims to have suffered or that may suffer loss or injury due to a breach of a duty by the MCA-T in the conduct of this procurement. Any bid challenge shall be submitted in writing (may be in electronic form) to the MCA-T within five (5) business days of when the contractor, supplier or consultant submitting the bid challenge became aware, or should have become aware, of the circumstances giving rise to the bid challenge. Unless the bid challenge is resolved by mutual agreement, the MCA-T shall, within fifteen (15) days after submission of the bid challenge, issue a written decision stating the reasons for the decision and, if the bid challenge is upheld in whole or in part, indicating the corrective measures that are to be taken. The bid challenge shall be addressed to:

Attention: Mr. Paschal Assey
Office of the Permanent Secretary
Ministry of Finance
P.O. Box 9111
Dar es Salam, Tanzania
Fax: +255 22 212 4644
e-mail : passey@mof.go.tz and
Paschal_assey@yahoo.com

Appeals

A contractor, supplier or consultant may seek review by MCC only after it has exhausted all remedies with

the MCA-T. MCC's review will be limited to claims that the MCA-T failed to entertain its bid challenge, or failed to issue a written decision on the bid challenge, or claims that the MCA-T violated the procedures set out in the solicitation documents. The appeal to MCC must be received in writing (may be in electronic form) within five (5) working days of the date the contractor, supplier or consultant learned or should have learned of an adverse decision by the MCA-T or other basis of appeal to MCC. The appeal should be addressed to:

Millennium Challenge Corporation
Attention: Vice President for Operations
(with a copy to the Vice President and
General Counsel)
875 Fifteenth Street, N.W.
Washington, DC 20005
United States of America
Fax: (202) 521-3700

INSTRUCTIONS TO CONSULTANTS – DATA SHEET

The following specific data for the consulting services to be procured and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the narrative text of the INSTRUCTIONS TO CONSULTANTS. Whenever there is a conflict, the provisions in this DATA SHEET shall prevail.

Paragraph Reference	
1.1	Method of selection is: Quality- and Cost-Based Selection
1.2	Technical and Financial Proposals are requested: Yes
1.3	A pre-proposal conference will be held: No
1.10	Proposals must remain valid ninety (90) days after the submission date
2.1	<p>Clarifications may be requested up to fourteen (14) days before the submission date</p> <p>The address for requesting clarifications is: Attention: Mr. Paschal B. Assey Office of the Permanent Secretary Ministry of Finance P.O. Box 9111 Dar es Salaam Tanzania Fax: +255 22 212 4644 e-mail: passey@mof.go.tz and Paschal_assey@yahoo.com</p>
3.2(a)	Consultants may associate with other Consultants: Yes
3.2 (c)	Proposals shall be submitted in the following language: English
3.12	The form of contract shall be <u>Fixed Price</u>
3.13	Remuneration to be presented in the Financial Proposal used in developing the fixed price shall include the <u>staff daily billing rates</u> .
4.6	<p>The proposal submission address is: Attention: Mr. Paschal B. Assey Office of the Permanent Secretary Ministry of Finance P.O. Box 9111</p>

	<p style="text-align: center;">Dar es Salaam Tanzania</p> <p>Please note that Proposals submitted by fax or electronic mail shall not be accepted.</p> <p>Proposals must be submitted no later than the following date and time: November 9, 2007 at 2:00 PM local time.</p>
5.7	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p>Experience of the Consultant (30 points) Overall experience of the firm, number of previous related assignments</p> <p>Approach and Methodology (50 points) Assignment-relevant capabilities and competencies of the company, including availability of data entry software, sound data collection, processing and quality control processes/procedures</p> <p>Key Personnel (20 points) General experience and qualification of the proposed key staff and potential for recruiting sufficient number of qualified interviewers</p> <p>The minimum technical score (St) required to pass is: 80</p>
5.14	<p>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</p> <p>The weights given to the Technical and Financial Proposals are: 80/20</p>
6.1	Expected date and address for contract negotiations: TBD
7.3	The work plan submitted by Consultants shall assume a start date of: January 15, 2008

SECTION 3. TECHNICAL PROPOSAL – FORMS

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity
TECH-3	Consultant's Organization
TECH-4	Consultant's Experience
TECH-5	Consultant's References
TECH-6	Description of the Technical Approach, Methodology and Work Plan for Performing the Assignment
TECH-7	Comments or Suggestions on the Terms of Reference
TECH-8	Team Composition and Task Assignments
TECH-9	Staffing Schedule
TECH-10	Work Schedule
TECH-11	Curriculum Vitae (CV) for Proposed Professional Staff

Note: *Comments in brackets provide guidance only for the preparation of Technical Proposal; therefore, they should not appear on the Technical Proposal to be submitted.*

FORMTECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Dar es Salam, [insert date], 2007

To: **Attention: Mr. Paschal B. Assey**
Office of the Permanent Secretary
Ministry of Finance
 P.O. Box 9111
 Dar es Salaam Tanzania
 Fax: +255 22 212 4644
 e-mail: passey@mof.go.tz and Paschal_assey@yahoo.co

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 this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

[We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*¹]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in 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 Paragraph Reference 1.10 of the 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 Paragraph Reference 7.3 of the Data Sheet.

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

Yours sincerely,

Authorized Signature *[In full and initials]*: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

¹ *[Delete in case no association is foreseen.]*

Form TECH-2 FINANCIAL CAPACITY

[The Consultant's financial capacity to mobilize and sustain the Services is imperative. In its Proposal, the Consultant is required to provide information on its financial status. This requirement is met by the submission of one of the following: 1) audited financial statements for the last three years, supported by audit letters, 2) certified financial statements for the last three years, supported by tax returns or 3) a copy of the Consultant's Dun & Bradstreet 'Business Information Report' (BIR). The Dun & Bradstreet report must be either notarized, or accompanied by the following statement by the Consultant: "I certify that the attached Business Information Report has been issued by Dun & Bradstreet within 30 days of the date of this certification, that the report has not been altered in any way since its issuance, and that it is true and correct to the best of my knowledge." The statement must be signed by an authorized representative of the Consultant. If the proposal is submitted by a joint venture, all parties in the joint venture are required to submit their financial statements or D&B 'Business Information Report'. The reports should be submitted in the order of the partner's significance in the partnership, greatest to least. Additionally the following financial data form shall be filled out for the consultant and all named partners. The MCA-T reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

TECH - 2 Addendum

Financial Data Form

Consultant's Legal Name:

Date:

Page ___ of ___

Financial Information in (US\$ equivalent in 000s)	Historical information for previous three (3) years (most recent to oldest) (US\$ equivalent in 000s)		
	Year 1 [Year]	Year 2 [Year]	Year 3 [Year]
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			
(6) Profits before taxes (PBT)			
Net Worth (1) - (3)			
Current ratio (2)/(4)			

FORM TECH-3 CONSULTANT'S ORGANIZATION

[The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the team in Tanzania. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement staff at short notice.]

FORM TECH-4 CONSULTANT'S EXPERIENCE

[Using the format below, the Proposal must demonstrate that the Consultant has a proven record of successful experience in executing projects of similar nature in size, scope, substance, complexity, value, duration, and volume to the Services sought in this procurement. Accordingly, using the format below, the Consultant must provide information on each assignment for which its firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this RFP.]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

FORM TECH-5 CONSULTANT'S REFERENCES

[Provide contact information for at least three (3) references that can provide substantial input about:

- *The type of work performed by the Consultant*
- *The quality of the work experience listed in form TECH-4*

MCA-T reserves the right to contact other sources as well as to check references and past performance, in particular for performance on any relevant MCC-funded projects.]

For each reference, list a contact individual, their title, address, fax, phone and e-mail address.

**FORM TECH-6 DESCRIPTION OF TECHNICAL APPROACH,
METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT**

[In this section, the Consultant should provide a comprehensive description of how it will provide required Services in accordance with the Terms of Reference. Information provided must be sufficient to convey to the reader that the Consultant has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan to overcome those challenges. The Consultant shall also submit a staffing schedule and organization chart. The Consultant should cover the criteria on which it will be evaluated as set forth in Section 2: Instructions to Consultants.]

FORM TECH-7 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[These comments shall not be used for evaluation purposes, but may be discussed during negotiations. MCA-T is not bound to accept any modifications proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change. Disclosure of any prices in this form shall be reason for rejection of the Proposal.]

A - ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting an activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]

B - ON COUNTERPART STAFF AND FACILITIES

[Present your comments here on counterpart staff and facilities to be provided by MCA-T including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-8 TEAM COMPOSITION AND TASK ASSIGNMENTS


Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home] [Field]																
2																		
3																		
n																		
													Subtotal					
Local																		
1		[Home] [Field]																
2																		
n																		
													Subtotal					
													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 input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full-time input
 Part-time input

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as MCA-T 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.

FORM TECH-11 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Nationality**: _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations**: _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Month, Year]: To [Month, Year]:

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. 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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further confirm that I will be available and interested to participate in this assignment as proposed.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

SECTION 4. FINANCIAL PROPOSAL - FORMS

FIN-1 Financial Proposal Submission Form

FIN-2 Price

FIN-3 Breakdown of Remuneration

[Note: *Comments in brackets provide guidance only for the preparation of Financial Proposal; therefore they should not appear on the Financial Proposal to be submitted.*]

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

Dar es Salam, [insert date]

To: **Attention: Mr. Paschal B. Assey**
Office of the Permanent Secretary
Ministry of Finance
P.O. Box 9111
Dar es Salaam Tanzania
Fax: +255 22 212 4644
e-mail: passey@mof.go.tz and Paschal_assey@yahoo.co

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposals dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the fixed price of [*Insert amount(s) in words and figures*¹].

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 Paragraph Reference 1.10 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 PRICE

Item	Prices
	US Dollars
Total Price of Financial Proposal	

FORM FIN-3 BREAKDOWN OF REMUNERATION¹

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by MCA-T]

Name ²	Position ³	Staff Daily Rate in USD	Staff-month Rate in USD ⁴
Foreign Staff			
			[Home]
			[Field]
Local Staff			
			[Home]
			[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-9.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-8.
- 4 Indicate separately staff-month rate for home and field work.

SECTION 5 TERMS OF REFERENCE

Household Survey and Community Profile

I. Summary of Services Required

MCA-Tanzania wishes to hire a Consulting Firm to design and implement a Household Survey and a Community Profile in selected communities on the mainland and the island of Pemba. The data will be used to conduct an impact evaluation of proposed rural and trunk road projects. For both instruments, the sample will be developed by the Consultant in collaboration with MCA-Tanzania and MCC. The Consultant will be responsible for: questionnaire development and testing, enumerator training, data collection, data entry, variable aggregation, descriptive reports, and documentation of the dataset. The dataset will be the property of MCA-Tanzania and MCC. The Consultant will conduct one round of each survey during the period January-June 2008. In addition, there will be an option to conduct two additional rounds in January-June 2011 and January-June 2013. Thus, the implementation period is approximately 6 months, with up to two option periods.

II. Background

A. Millennium Challenge Corporation

The Millennium Challenge Corporation (MCC) was established in January 2004 as a United States government corporation to implement the Millennium Challenge Account (MCA). MCC's mission is to reduce poverty by supporting sustainable, transformative economic growth in developing countries which create and maintain sound policy environments. MCC is designed to support innovative strategies and to ensure accountability for measurable results. The Government of Tanzania (GoT) will receive a grant from the MCC (the Compact) and establish MCA-Tanzania to implement the Compact over 5 years.²

B. MCA-Tanzania Program

The goal of the Tanzania Compact is to stimulate economic growth and poverty reduction through Transport, Energy, and Water Sector Projects. In accomplishing this goal, the program also aims to increase household income as well as the following objectives:

² Additional information regarding the MCC and MCA-Tanzania can be found at www.mcc.gov and <http://www.mca-t.go.tz/>.

1. Reduced transportation costs and travel times (through the Transport Sector Project);
2. Increased investment in human and physical capital (through the Energy Sector Project); and
3. Decreased incidence of water-related disease and increased investment in human and physical capital (through the Water Sector Project).

The focus of this Terms of Reference is data collection to assess the impact of the proposed road activities within the Transport Sector Project. These activities include upgrading a maximum of five rural roads on the island of Pemba and the following mainland Tanzania trunk roads:

1. Tanga – Horohoro, a 68 km stretch of highway in northeast Tanzania connecting the seaport of Tanga with Horohoro at the Kenyan border whose rehabilitation will ease transport of goods between Dar es Salaam and Kenya,
2. Tunduma – Sumbawanga, a 224 km stretch of highway in western Tanzania, a very fertile agricultural area, constituting the southernmost part of the “Western Corridor” representing the only link between Dar es Salaam and Zambia, and
3. Mtwara Corridor, a 139 km stretch of highway in southwestern Tanzania, the westernmost part of the Southern Corridor that runs from the Indian Ocean port of Mtwara to Mbamba Bay on Lake Nyasa.

C. MCA-Tanzania Implementation Structure

MCA-Tanzania is the legal entity responsible for Compact implementation and was formed as an independent department within the Ministry of Finance. MCA-Tanzania is comprised of a Governing Board and a Secretariat. The Governing Board has final decision-making authority over the implementation of the Compact. The Secretariat supports the Governing Board and is responsible for the day-to-day management of the Compact, including program management, financial management and reporting, and coordination of monitoring and evaluation.

D. Monitoring and Evaluation

Monitoring and Evaluation (M&E) is essential for a results-based approach to program management and figured prominently into the design of the MCA-Tanzania program. The focus on results and importance of M&E will remain central to all projects for the life of the Compact. The M&E Plan is the key M&E document and serves the following functions:

- Explains in detail how the MCC and MCA-Tanzania will monitor each project to determine whether intended results are achieved.
- Provides a strategy for measuring longer term impacts over time through the evaluation design.

- Outlines the M&E requirements that MCA-Tanzania must meet in order to receive disbursements.
- Serves as a guide for program implementation and management, so that MCA-Tanzania Secretariat staff, Board members, program implementers, beneficiaries, and other stakeholders understand the objectives and targets they are responsible for achieving, and are aware of their progress towards those objectives and targets during implementation.
- Establishes a process to alert implementers, stakeholders and MCC to any problems in program implementation and provides the basis for making any needed program adjustments.

E. Impact Evaluation Design

MCA-Tanzania and MCC believe that it is important to conduct rigorous impact evaluations when possible to identify and attribute the impact of program activities, compared to a counterfactual. Although it is not possible to use randomization in the evaluation of the Tanzania road projects, they remain priority candidates for impact evaluation as MCC is financing roads activities in many compacts.

The table below outlines the proposed evaluation methodologies, comparison groups, and variables of interest.

Activity	Proposed Evaluation Methodology	Possible Comparison Groups	Variables of Interest
Mainland Trunk Roads	Difference-in-difference using Propensity Score Matching, or simple difference-in-difference	<ul style="list-style-type: none"> - Communities living trunk roads which are scheduled for future upgrading after the MCC Compact period compared to those living along MCC-upgraded roads - Communities living at least 2 km from any trunk road compared to those living along MCC-upgraded roads 	<ul style="list-style-type: none"> - Transport prices - Input and output prices for agricultural goods - Capital investment and employment figures - Migration patterns - Household health and income - HIV/AIDS rates
Zanzibar Rural Roads	Difference-in-difference using Propensity Score Matching	<ul style="list-style-type: none"> - Households located in communities affected by NORAD road upgrades compared to households located in MCC-affected communities - Households living in communities without anticipated road upgrades during the Compact period compared to households located in MCC-affected communities 	<p>Small scale agricultural output and social benefits, including:</p> <ul style="list-style-type: none"> - Transport prices and frequency of transportation - Input and output prices for agricultural goods - Migration patterns - Household health and income, including access to health services - School enrollment (especially for girls)

III. Objectives of the Proposed Assignment

As described above, MCA-Tanzania is working with MCC to design an impact evaluation for the Mainland Trunk Roads and Zanzibar Rural Roads Activities. The primary data source for the evaluation of these activities will be the household survey and community profile described herein.

MCA-Tanzania would like to enlist a Consultant to conduct the HS and the CP. The sample will be developed by the Consultant in collaboration with MCA-Tanzania and MCC. The Consultant will be responsible for: Questionnaire Development and Testing, Enumerator Training, Data Collection, Data Entry, Variable Aggregation, Descriptive Reports, and Documentation of the Dataset. Even though MCA-Tanzania will be the contracting party with the Consultant, and will provide day-to-day supervision, the Consultant will work in collaboration with MCC until a team of impact evaluation

experts and statisticians contracted by MCC is in place. Once the impact evaluation team is contracted, the Consultant will work in collaboration with and under the supervision of this team of impact evaluation experts and statisticians, as well as with MCA-Tanzania.

The Consultant will work with MCA-Tanzania and MCC-contracted evaluation experts (or MCC until such contract is signed) to develop a series of approaches and/or methodologies for collecting and storing data. The work will involve travel within Tanzania, including to the island of Pemba, and regular communication with MCA-Tanzania and MCC-contracted evaluation experts (or MCC until such contract is signed).

IV. Scope of Work

A. Overview and Sample

The sample frame will include all households and communities within 2 kilometers of the roads to be upgraded. MCA-Tanzania and MCC are working to develop lists of households in the sample from information from the National Bureau of Statistics (NBS) and the Office of the Chief Government Statistician (OCGS) in Zanzibar.

The Household Survey (HS) will be conducted exclusively on the island of Pemba. The sample will be approximately 1,200 households, with the option for additional households in packages of 20 households (or packages of enumeration areas). The option could increase the HS sample size by up to 2,500 households, for a total sample of up to 3,700 for each round of the survey. Because the HS is intended to be a panel survey, the Consultant will be responsible for creating a strategy to track households over time.

The Community Profile (CP) will collect data on an estimated 200 communities located in the catchment area of proposed trunk roads on mainland Tanzania and 40 communities located in the catchment area of proposed rural roads on Pemba, with the option for additional communities in packages of 5. The option provides for an increase of up to 200 additional communities, bringing the total potential sample size for each round to 440 depending on the needs of the evaluation.

B. Plan for Data Collection Rounds

The preliminary plan for survey rounds is as follows:

1. Baseline: January-June 2008
2. Option 1: First Follow-up: January-June 2011
3. Option 2: Second Follow-up: January-June 2013

C. Services

The Consultant will be responsible for the following services for both the HS and the CP.

1. *Instrument Design and Testing*

The Consultant will work under the guidance of MCA-Tanzania and MCC-funded evaluation experts (or MCC, until such experts are contracted) to develop the data collection instruments, including questionnaires and discussion formats for focus groups, and other methodologies.

Before developing the survey instruments, other existing surveys in Tanzania and Zanzibar should be reviewed, including the Household Budget Survey (HBS) and the Integrated Labor Force Survey (ILFS). The HBS and ILFS are implemented by NBS on mainland Tanzania, while the HBS is implemented by OCGS in Zanzibar. The Consultant will collect background information on farming practices and demographic and income characteristics of households. The HS instrument should be structured to be comparable to the HBS when the content overlaps.

The Consultant will translate the instruments into Swahili and format the instrument. The Consultant will also be responsible for checking the internal consistency of the instruments by conducting field pretests prior to fielding the complete enumerator team.

The HS should take approximately 90 minutes to administer. The modules included will cover the following topics:

1. Characteristics of the household and the dwelling: demographic and socio-economic information on all members of the household, such as age, gender, relationship to head of household, and education level.; characteristics of the dwelling and services available, such as water, latrines, electricity, and roads.
2. Economic activity: occupation, number of hours worked, and earnings of the members of the household;
3. Participation in training: extent of participation in on-farm training; participation in any other agricultural training; satisfaction with any training received.
4. Agricultural production technology: agricultural practices; availability of irrigation systems and other agricultural inputs; access to credit, technical assistance, transportation, and markets.
5. Expenses and income: information about monetary and non-monetary income and expenses of the household, including major crops cultivated and associated value; livestock; land holdings; level of investment in the farm or home. Data should be collected ideally at either the crop or plot level.
6. Migration: information about household location and household members' mobility.

The Consultant shall develop an instrument to profile both treatment and comparison communities. The profile shall be obtained by using qualitative and participatory methods, including focus groups and a participatory rapid appraisal with mapping exercises. These activities shall be conducted separately with different sub-groups in the community, including men and women, and elderly and youth, among others. The Consultant will complement this process with structured interviews – questionnaires in the community, which will permit comparison of responses among communities, before and after the MCA-Tanzania intervention. The CP should take approximately 120 minutes to administer.

The components included will cover the following topics:

1. Community boundaries (as drawn by the members of the communities themselves) and other socio-economic and demographic characteristics.
2. Natural resources, infrastructure and other assets.
3. Major public services – electricity, potable water, trash collection, transportation (including travel times, price and frequency of public transport), security, communications, etc.
4. Educational level and health status of the population.
5. Perception of level of well-being of the community.
6. Situation of the environment, including quality, degradation and risks.
7. Situation on property tax and other municipal duties (IBI, trash collection, etc.)
8. Number of formal businesses registered and authorized to operate in community.
9. Prices of agricultural output and input goods.

2. Enumerator Training and Data Collection

In collaboration with MCA-Tanzania, the Consultant shall prepare a plan for recruiting, hiring, and training enumerators. MCA-Tanzania shall approve the Enumerator Training Plan. The plan shall address the number of enumerators to be hired to complete the survey on schedule; development of training guides for supervisors; data collection manuals; survey pretests; and oversight to ensure enumerators and supervisors can successfully complete their duties. Enumerators must be adequately trained prior to administering the survey.

The Consultant will also develop a Survey Implementation Plan for collecting and managing survey data. This plan should focus on how the Consultant will:

- Attain high response rates of approximately 90 percent overall;
- Coordinate enumerators and verify the accuracy and completeness of recorded responses for a sample of cases;
- Retrieve information on missing or erroneous critical items;
- Store completed hard copies;
- Review the accuracy of data entry; and
- Identify and correct problems in a timely manner.

MCA-Tanzania shall approve the software used for data entry.³ Aside from software, the Contractor is encouraged to propose other data entry methods to ensure high quality data, such as double key entry. During this phase, MCC-contracted evaluation experts (or MCC, until such experts are contracted) will verify the quality of the sample (for example, whether the treatment and control groups are sufficiently comparable).

The first round of data collection (the baseline) shall be completed by the end of June 2008. Data collection should take place on the island of Pemba beginning as soon as possible after the start of the contract, due to NORAD's schedule for road construction. Baseline data collection on mainland Tanzania could follow or happen concurrently depending on the Consultant's proposal. During the two-month survey period, the Contractor should submit weekly reports listing which households were contacted and of those households, where surveys have been completed. Because the household survey is intended to be panel data, the Consultant should propose techniques to facilitate finding the same households for any future round of surveys.

3. Variable Aggregation and Descriptive Reports

The Consultant will be responsible for processing the data in a way that can be used for additional specialized analysis. This includes producing clean data sets, aggregate variables, and descriptive reports. The Consultant is responsible for providing a detailed catalog of definitions for any summary measures reported.

The Consultant is also responsible for tabulating the data and organizing it according to socioeconomic information. At a minimum, data should be disaggregated by gender, income, and age, whenever practicable.

4. Documentation of Dataset

The Consultant will provide a summary of the data collection methodology and any deviations from the proposed methodology that occurred during data collection. The Consultant will provide a User's Guide for the data, including a description of all variables collected and constructed. Equivalent documentation will be required for all qualitative data collected. The Consultant shall be responsible for keeping the files for the duration of the Compact for internal control. All datasets and other data collected shall be the property of MCA-Tanzania and MCC, and completed survey instruments should be transferred to MCA-Tanzania at the conclusion of each survey round.

V. Survey Implementation

A. MCA-Tanzania Technical Team

The technical team at MCA-Tanzania, led by the M&E Director, will have the following responsibilities:

³ Software should be internationally-recognized, such as Epi Info™, Viking™, or SPSS Data Entry™, among others.

- In general, manage the contract with the Consultant.
- Review and approve the operational work plan and timetable and review all the documentation provided by the Consultant.
- Supply the required documentation and data to the Consultant, including geographical information and specific details of the activities and projects.
- Coordinate and concur with the Consultant on the list of key concepts, definitions such as focus groups, coverage, and sustainability.
- Review with the Consultant the pertinence of the themes and variables used in the studies for each of the Program impact areas. Similarly, review the precision and scope of the questions used to gather the information and data.
- Review and approve instruments, tables, formats, questionnaires, etc. to be used to collect data in communities.
- Coordinate this data collection effort with others being funded by MCA-Tanzania.

Each Deliverable should be first submitted in a draft format to MCA-Tanzania. Based on the results of discussion, the Consultant will make the necessary changes and then will submit a final Deliverable. Additionally, MCC is hiring evaluation experts, who will do random audits to ensure the reliability and the accuracy of data collected by the Consultant, including verification of the quality of the data collected by the Consultant.

B. MCC-contracted Evaluation Experts Responsibility

MCC will contract a team of impact evaluation experts (IEE) and statisticians who are responsible for designing and implementing the impact evaluation. The MCC-contracted team will be responsible for ensuring that the data collected for the impact evaluation is adequate for the evaluation. The MCC-contracted team will work closely with MCC, MCA-Tanzania, and the Consultant on sample selection, instrument design, and all other aspects of data collection.

VI. Deliverables

The following deliverables will be provided in English, except the survey instruments which will be delivered in English and Swahili.

A. Work Plan

The work plan must include an overview of the planned staffing and timeframe for the tasks during each year of the assignment, the operational scheme and the organization of human resources needed for the Contractor to undertake data collection, processing of data collected, variable aggregation and descriptive reports, and documentation of the data sets. This shall be submitted two weeks after the beginning of the contract.

B. Enumerator Training Plan

The Enumerator Training Plan shall address the structure of the training and detail a timeline and budget for training. Enumerators must be adequately trained prior to

implementing each data collection instrument. This plan shall be submitted two weeks after beginning the contract.

C. Survey Instruments

The Consultant must present the following: a) survey instrument before pretesting, b) pretesting methodology, c) results of the pretesting, and d) final instrument. MCA-Tanzania, MCC and the MCC-Contracted impact evaluation team shall be allowed to accompany the Consultant while field testing the instrument, as desired. The draft survey instrument and pretesting methodology shall be submitted not later than one month after contract signature. Any problems identified during or prior to pretesting must be brought to the attention of MCA-Tanzania immediately so that they can be resolved before the full survey is fielded.

D. Survey Implementation Plan

The Consultant must present a Survey Implementation Plan detailing the methodology for a) data collection, b) data entry and cleaning, c) quality control, and d) variable aggregation and descriptive reports. This document must be based on the Consultant's initial proposal. It should include the reflections and recommendations of the MCA-Tanzania technical team and IEE (or MCC until IEE is contracted). Survey fieldwork and interviews should not begin until MCA-Tanzania approves the final survey instrument and testing results, data entry and cleaning process, quality control measure and data processing tabulation.

E. Weekly Data Collection Updates

During data collection, the Consultant shall submit weekly updates on progress. These reports should detail progress made on the Implementation Plan related to data collection, including obstacles encountered and addressed during data collection.

F. Data Collection Completion Report

Once data collection is complete for each round of the survey, the Consultant shall submit a Data Collection Completion Report. The Data Collection Completion Report should include:

- a. Overview of the survey
- b. Documentation of survey implementation
- c. Survey Findings, including Tables and Descriptive Reports of variables of interest, as determined by MCA-Tanzania and IEE (or MCC until IEE is contracted)
- d. Survey instrument
- e. Dataset
- f. User's Manual for dataset (in English and in Swahili?)

The Data Collection Completion Report should be submitted within a timeframe determined by MCA-Tanzania and the impact evaluation team (or MCC, until team is contracted). MCA-Tanzania and the impact evaluation team (or MCC, until the impact evaluation team is contracted) will review the Data Collection Completion Report and provide comments and recommendations to Consultant. The Consultant will have 30 calendar days to respond to comments and recommendations.

G. Oral Presentations to MCA-Tanzania

On a regular basis, including upon engagement, and upon the completion of each survey, the Consultant will make an oral presentation to MCA-Tanzania and MCC and/or the impact evaluation team (if available). This presentation will include:

- A description of the methodological approach, including document review, site visits and interviews;
- A discussion of any problems encountered during data collection; and
- A description of findings, conclusions and recommendations.

VII. Key Personnel

Provided below are key personnel requirements to perform the necessary work. Curriculum Vitae shall be provided for individuals proposed to perform work under the contract as key personnel. No salary information shall be included in this section of the proposal.

A. Team Leader

The Team Leader will:

1. Guide the data collection effort and oversee its effective implementation
2. Design and schedule all surveys
3. Oversee technical aspects including sampling, interviewer training, data collection, data entry and cleaning, and variable aggregation and descriptive reports.
4. Participate directly in the oversight of fieldwork, through site visits, review of progress and review of primary data
5. Maintain relationships with MCA-Tanzania, IEE, groups supervising and constructing the roads, and other relevant data-collection entities, as applicable.
6. Manage budgets and expenses
7. Prepare and submit reports according to agreed-upon timeline
8. Ensure that appropriate resources are made available and managed in order to achieve the Objectives of the contract,
9. Ensure that implementation of Consultant activities are in accordance with MCC and GoT policies and procedures
10. Oversee sub-contractors, if any and

11. Other tasks and responsibilities, as requested by MCA-Tanzania and IEE.

Minimum qualifications for a proposed Team Leader shall include:

1. Demonstrated ability to lead and manage a multi-disciplinary team, to achieve specific and measurable results;
2. Approximately 10 years of experience managing projects in developing regions, with a focus on data collection and household surveys;
3. Masters' degree in economics and/or statistics or equivalent experience, at a minimum; and
4. Fluent in English, both written and oral.

B. Statistician

The Statistician will:

1. Oversee technical aspects of the sampling effort, including sample size determination, stratification of the sample and sample selection
2. Participate in scheduling all surveys
3. Participate directly in the oversight of fieldwork, through site visits, review of progress and review of primary data
4. Maintain relationships with MCA-Tanzania, IEE, groups supervising and constructing the roads, and other relevant data-collection entities, as applicable.
5. Other tasks and responsibilities, as requested by MCA-Tanzania and IEE.

Minimum qualifications for a proposed Statistician shall include:

1. Demonstrated ability to oversee technical aspects of sampling efforts
2. Approximately 10 years of experience in data collection and household surveys and Community Profiles;
3. Masters' degree in economics and/or statistics or equivalent experience, at a minimum; and
4. Fluent in English, both written and oral.

VIII. Timetable

In order to collect the required data prior to the start of construction on any project road, the Consultant must propose a timetable to MCA-Tanzania for the submission of products which must be implemented in the period from 2008 to 2013. The following is a tentative timetable, including the points at which the different reports should be submitted throughout the term of the consultancy. The consultant may propose amendments to this.

Example of the Timetable for Submission of the Products of the Consultancy

	2007	2008	2011	2013
Signature of contract	December			
Sample designed	December			

	r			
Development of enumerator training and implementation plans		January		
Instrument development and pretesting		Jan.-Feb.		
Data collection		Feb.- March	Feb.- March	Feb.- March

SECTION 6. PROPOSED FORM OF CONTRACT

CONTRACT FOR CONSULTING SERVICES
#

between

MCA-Tanzania

and

[name of the Consultant]

Dated: _____

FORM OF CONTRACT

(Fixed-Price)

This CONTRACT (hereinafter called the “**Contract**”) is made this *[day]* day of the month of *[month]*, *[year]*, between MCA-T, established by the Government of the Republic of Tanzania or the oversight and management of the Program (“**MCA-T**”) and *[name of Consultant]* (the “**Consultant**”).

[Note: *If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (“**MCA-T**”) and, on the other hand, a team consisting of *[name of Consultant that will serve as the Prime Contractor]* which will serve as the Prime Contractor (hereinafter called the “**Consultant**”) and *[name of associated firm(s) and/or organization(s)]* (hereinafter called the “**Sub-Consultants**”).*]

WHEREAS, the United States of America, acting through Millennium Challenge Corporation (“**MCC**”) and the Government of the Republic of Tanzania (the “**Government**”) executed a 609(g) Grant and Implementation Agreement on *[_____]*, 200*_* (the “**Implementation Agreement**”) that sets forth the general terms and conditions on which MCC will provide funding of up to USD \$*_____* to the Government for the purposes set forth in the Implementation Agreement;

WHEREAS, it is anticipated that MCC and the Government will negotiate and execute a certain Millennium Challenge Compact (the “**Compact**”) that will set forth the general terms and conditions on which MCC will provide funding to the Government for a Millennium Challenge Account program to advance economic growth and reduce poverty in Tanzania;

WHEREAS, the Government, acting through MCA-T, intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (i) such payments by MCC will only be made at the request of and on behalf of MCA-T and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to the Consultant under the Compact or this Contract, (iii) such payments shall be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than the Government and MCA-T shall derive any rights from the Compact or have any claim to MCC funding;

WHEREAS, MCA-T has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “**Services**”);

WHEREAS, the Consultant, having represented to MCA-T that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract and the Compact;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-Consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Services and Facilities Provided by MCA-T
 - Appendix F: Additional Provisions

2. The mutual rights and obligations of MCA-T 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 this Contract; and
 - (b) MCA-T shall make payments to the Consultant in accordance with the provisions of this 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 Millennium Challenge Account –Tanzania

[_____], [Title]

For and on behalf of [name of Consultant]

[Authorized Representative], [Title]

[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]

I.

GENERAL CONDITIONS OF CONTRACT

Table of Contents

<u>0. 1. General Provisions</u>	
1.1. Definitions	64
1.2. Law Governing Contract	65
1.3. Language	65
1.4. Notices	65
1.5. Location	66
1.6. Authority of Member in Charge	66
1.7. Authorized Representatives	66
1.8. Taxes and Duties	66
1.9. Fraud and Corruption	66
<u>2. Commencement, Completion, Modification and Termination of Contract</u>	
2.1. Effectiveness of Contract	68
2.2. Commencement of Services	68
2.3. Expiration of Contract	68
2.4. Modifications or Variations	68
2.5. Force Majeure	69
2.6. Termination	69
<u>3. Obligations of the Consultant</u>	
3.1. General	72
3.2. Conflict of Interest	72
3.3. Confidentiality	73
3.4. Insurance to be Taken out by the Consultant	73
3.5. Consultant's Actions Requiring MCA-T's Prior Approval	73
3.6. Reporting Obligations	73
3.7. Documents Prepared by the Consultant to be the Property of _?_	74
<u>4. Consultant's Personnel</u>	
4.1. Description of Personnel	74
4.2. Removal and/or Replacement of Personnel	74
<u>5. Obligations of</u>	
5.1. Assistance and Exemptions	75
<u>6. Payments to the Consultant</u>	
6.1. Lump Sum Payment	75
6.2. Contract Price	75
6.3. Payment for Additional Services	75
6.4. Terms and Conditions of Payment	75
6.5. Interest on Delayed Payments	75

7. Good Faith**7.1. Good Faith****75****8. Settlement of Disputes****8.1. Amicable Settlement****76****8.2. Dispute Resolution****76**

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws, legislation and any other instruments having the force of law in Tanzania, as they may be issued and in force from time to time.
- (b) “Compact” has the meaning given to it in the recitals to this Contract.
- (c) “Consultant” has the meaning given to it in the preamble to this Contract.
- (d) “Contract” means this Contract as signed by the Parties, together with all the attachments, including the GENERAL CONDITIONS, the SPECIAL CONDITIONS, and the APPENDICES, as may be amended, modified, or supplemented from time to time as permitted pursuant to the terms of this Contract.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC 6.2.
- (f) “Day” means calendar day unless “business day” is otherwise specified.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC 2.1.
- (h) “Foreign Currency” means US dollars (US\$).
- (i) “GCC” means these GENERAL CONDITIONS OF CONTRACT.
- (j) “Government” has the meaning given to it in the recitals to this Contract.
- (k) “Local Currency” means Tanzanian Shillings.
- (l) “MCC” has the meaning given to it in the recitals to this Contract.
- (m) “MCC Funding” has the meaning given to it in the recitals to this Contract.
- (n) “MCA-T” has the meaning given to it in the recitals to this

Contract.

- (o) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (p) “Party” means MCA-T or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (r) “SCC” means the SPECIAL CONDITIONS OF CONTRACT by which the GCC may be amended or supplemented.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-Consultant” means any entity or person to which or to whom the Consultant subcontracts any part of the Services.
- (u) “Taxes” has the meaning set forth in the Compact.
- (v) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC under GCC 1.4.1.

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Tanzania or elsewhere, as MCA-T may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/consortium/ association 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 MCA-T under this Contract, including without limitation the receiving of instructions and payments from MCA-T.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by MCA-T or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties** Subject to Section 2.3(e) of the Compact, no Taxes shall be payable on the Contract Price. Subject to certain exclusions, Consultant, Sub-Consultants, Personnel and each of their family members may be exempt from taxation as specified in Section 2.3(e) of the Compact, the SCC and Appendix F. To the extent that Consultants, Sub-Consultants, Personnel and each of their family members are subject to certain Taxes under applicable law (now or hereafter in effect), each Consultant, Sub-Consultant, Personnel and each of their family members shall pay all such Taxes. In the event that any Taxes are imposed, the Contract Price shall not be adjusted to account for such Taxes.
- 1.9 Fraud and Corruption**
- 1.9.1 Definitions** MCC and MCA-T require that consultants under MCC-funded contracts observe the highest standard of ethics during the selection and execution of such contracts. In accordance with this requirement, for the purpose of this provision, the terms set forth below are defined as follows:
- (i) "corrupt practice" means the offering, receiving, or soliciting of, directly or indirectly, anything of value to influence improperly the actions of another party. "Another party" refers to a public official acting in relation to the selection process or contract execution. "Public official" includes MCA-T staff, MCC staff and employees of other organizations taking or reviewing selection decisions;

- (ii) “fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation. “Party” refers to a public official; the terms “benefit” and “obligation:” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution;
- (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party. In this context, “parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels;
- (iv) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party to influence improperly the actions of a party. “Party” refers to a participant in the selection process or contract execution;
- (v) “prohibited practice” means any action that violates the provisions relating to compliance with Anti-Corruption Legislation, compliance with Anti-Money Laundering Legislation and compliance with terrorist financing statutes or other restrictions set forth in Appendix F of this Contract.
- (vi) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to impede materially an investigation by MCC or MCA-T into allegations of a corrupt, fraudulent, coercive, collusive, or prohibited practice; and threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, and
 - (bb) acts intended to impede materially the exercise of the inspection and audit rights of MCC provided under the Compact;

1.9.2 Measures to be Taken

MCC will cancel the portion of MCC Funding allocated to a contract if it determines at any time that representatives of

MCA-T were engaged in corrupt, fraudulent, collusive, coercive or prohibited practices during the selection process or the execution of that contract, without MCA-T having taken timely and appropriate action satisfactory to MCC to remedy the situation.

MCC and MCA-T may pursue sanction of a consultant, including declaring the consultant ineligible, either indefinitely or for a stated period of time, to be awarded a MCC-funded contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, prohibited or obstructive practices in competing for, or in executing, a MCC-funded contract.

1.9.3 Commissions and Fees

MCC and MCA-T will require the successful consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

1.10 Additional Provisions

The additional provisions specified in the SCC shall apply to this Contract.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties (the "Effective Date").

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days specified after the Effective Date in the SCC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GCC 2.6, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an act, event or condition that (i) is beyond the reasonable control of a Party and is not the result of any acts, omissions or delays of the Party relying on such Force Majeure (or any third person over whom such Party has control, including any Sub-Consultant), (ii) is not an act, event or condition, the risks or consequences of which such Party has expressly agreed to assume hereunder, (iii) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (iv) makes such Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. provided, however, that the Consultant shall mitigate any expenses, losses or damages resulting from the Force Majeure, and the Parties may agree to adjust the amount of the Contract Price.

2.6 Termination

2.6.1 By MCA-T

MCA-T may terminate this Contract upon notice in the event of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause, and in the case of paragraph (h) of this GCC 2.6.1, MCA-T may suspend this

Contract upon notice in the event the Compact is suspended.

- (a) If the Consultant, in the judgment of MCA-T or MCC, fails to perform its obligations relating to use of funds set out in Appendix F. Termination under this provision will require that the Consultant repay any and all funds so misused to MCA-T
- (b) If the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MCA-T may have subsequently approved in writing.
- (c) If the Consultant becomes insolvent or bankrupt.
- (d) If the Consultant, in the judgment of MCA-T or MCC, has engaged in corrupt, collusive, coercive, prohibited, obstructive or fraudulent practices in competing for or in executing this Contract.
- (e) 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 sixty (60) [consecutive] days, such termination shall become effective thirty (30) days after notice of termination.
- (f) If MCA-T, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, such termination shall become effective sixty (60) days after notice of termination.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC 8.2, such termination shall become effective thirty (30) days' after notice of failure to comply.
- (h) If the Compact expires, is suspended or terminates in whole or in part in accordance with Section 5.4 of the Compact, such suspension or termination shall become effective immediately in accordance with the terms of the notice. The amount payable upon suspension or termination pursuant to this clause 2.6.1(h) shall be equal to the amount owed but unpaid for performance provided on or before the suspension, expiration or termination date plus reimbursement of reasonable expenses relating to such termination or suspension; *provided that* the Consultant sends MCA-T an invoice not later than ninety (90) days after

the expiration, suspension or termination of the Compact. If the Contract is suspended pursuant to this GC 2.6.1(h), the Consultant has an obligation to mitigate all expenses, damages and losses to MCA-T during the period of the suspension.

2.6.2 By the Consultant

The Consultant may terminate this Contract upon written notice to MCA-T in the event of the occurrence of any of the events specified in paragraphs (a) through (c) of this clause.

- i. If MCA-T fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC 8 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue, such termination shall become effective thirty (30) days after notice of termination.
- ii. 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 sixty (60) days, such termination shall become effective thirty (30) days after notice of termination.
- iii. If MCA-T fails to comply with any final decision reached as a result of arbitration pursuant to GCC 8.2, such termination shall become effective thirty (30) days after notice of failure to comply.
- iv. If the Contract is suspended in accordance with GC.2.6.1(h) for a period of time exceeding three consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GC.2.6.1(h) during the period of the suspension.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GCC 2.6.1 or GCC 2.6.2, MCA-T shall make the following payments to the Consultant:

- (a) payment pursuant to GCC 5 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (d), and (g) of GCC 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract.

Obligations of the Consultant

3.1 General

3.1.1 Scope of Services The Consultant shall perform the Services as stated in Appendix A.

3.1.2 Standard of Performance The Consultant shall 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, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to MCA-T, and shall at all times support and safeguard MCA-T's legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 Conflict of Interest Consultant shall hold MCA-T's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant Not to benefit from Commissions, Discounts, etc. The payment of the Consultant pursuant to GCC 5 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 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 and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or

professional activities that would conflict with activities assigned to them under this Contract.

- 3.3 Confidentiality** Except with the prior written consent of MCA-T or as may be required to comply with applicable Tanzanian law, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by MCA-T, insurance against the risks, and for the coverage specified in the SCC, and in the manner and to be applied as provided in Appendix F, (ii) at MCA-T's request, shall provide evidence to MCA-T showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 Consultant's Actions Requiring MCA-T's Prior Approval** The Consultant shall obtain the prior written approval of MCA-T (who may need to obtain the prior approval of MCC) before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services beyond the subcontracting arrangements specifically named in the technical proposal, subject to the requirements of Appendix F;
 - (b) any material modifications to the subcontracting arrangements named in the technical proposal; and
 - (c) appointing, modifying or replacing such members of the Personnel listed by name in Appendix C.
 - (d) any other action that may be specified in the SCC.
- 3.6 Reporting Obligations**
- (a) Consultant shall submit to MCA-T the reports and documents specified in Appendix B and Appendix F hereto, in the form, in the numbers and within the time periods set forth in the Appendices.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in Appendix B and Appendix F hereto.
 - (c) MCA-T may share the reports required under this clause

with MCC.

- 3.7 Documents Prepared by the Consultant to be the Property of MCA-T**
- (a) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for MCA-T under this Contract shall become and remain the property of MCA-T, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to MCA-T, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- 3.8 Accounting, Inspection and Auditing**
- The provisions included in Appendix F with respect to accounting, inspection and auditing shall apply.
- 3.9 Use of Funds**
- The provisions included in Appendix F with respect to the use of funds shall apply.
- 4 Consultant's Personnel**
- 4.1 Description of Personnel**
- The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. 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 C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by MCA-T.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as MCA-T may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
 - (b) If MCA-T (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at MCA-T's written request specifying the grounds therefore, forthwith provide as a

replacement a person with qualifications and experience acceptable to MCA-T and, in case of Key Personnel, MCC.

- (c) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of MCA-T

5.1 Assistance and Exemptions

MCA-T shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SCC and consistent with the provisions of Appendix F.

5 Payments to the Consultant

6.1 Lump Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed price covering all costs required to carry out the Services described in Appendix A. The Contract Price may only be increased above the amount stated in GCC 6.2 if the Parties have agreed to additional payments in accordance with GCC 2.4.

6.2 Contract Price

The price payable is set forth in the SCC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under GCC 2.4, a breakdown of the Contract Price (fixed-price) rates is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Any payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to MCA-T specifying the amount due.

6.5 Interest on Delayed Payments

If MCA-T has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

7 Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this

Contract.

8 Settlement of Disputes

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

II. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Reference to GCC clause

1. General Provisions

Language (GCC 1.3)

GCC 1.3 The language is: *English*

Notices (GCC 1.4)

GCC 1.4.1 The addresses are:

MCA-T:
Address: _____
Attention : _____
Facsimile: _____
E-mail: _____

Consultant: _____
Address: _____
Attention : _____
Facsimile: _____
E-mail: _____

Authority of Member in Charge (GCC 1.6)

GCC 1.6 The Member in Charge is:
_____ *[Insert name of member]*

Note: *If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in SCC 1.6 should be inserted here. If the Consultant consists only of one entity, this clause SCC 1.6 should be deleted from the SCC.*

Authorized Representatives (GCC 1.7)

GCC 1.7 The Authorized Representatives are:

For MCA-T: _____

(except that the execution of any amendments, modifications, notices of suspension or termination of this Contract shall only be made by [_____] , CEO of MCA-T)

For the Consultant: _____

Taxes and Duties (GCC 1.8)

GCC 1.8 Consultant warrants the following: [No change needed from our standard warranties we get.]

- (i) The Consultant, Sub-Consultants, Personnel and each of their family members shall follow the relevant customs procedures of the Government of Republic of Tanzania in importing property into Tanzania;

- (ii) if the Consultant, Sub-Consultants, Personnel or any of their family members do not withdraw or dispose of any property in Tanzania upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants, Personnel or any of their family members, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government of the Republic of Tanzania, or (ii) shall reimburse them to MCA-T if they were paid by MCA-T at the time the property in question was brought into Tanzania; and

- (iii) without prejudice to the rights of the Consultant under this clause, the Consultant, Sub-Consultants, Personnel and each of their family members will take reasonable steps requested by MCA-T or by the Government of the Republic of Tanzania with respect to the determination of the tax status described in this clause.
- (iv) If the Consultant, Sub-Consultants, Personnel or any of their family members pays any Taxes that would be exempt under Section 2.3(e) of the Compact, the Consultant shall promptly notify MCA-T (or such agent or representative designated by MCA-T) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by MCA-T, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.

Other Provisions (GCC 1.10)

GCC 1.10 The provisions attached hereto as Appendix F shall apply to the Contract.

2. Commencement, Completion, Modification and Termination of Contract

Commencement of Services (GCC 2.2)

GCC 2.2 The date for the commencement of services is:
[insert number of days] after the Effective Date .

Expiration of Contract (GCC 2.3)

GCC 2.3 The time period shall be:
[insert time period] after the Effective Date.

3. Obligations of the Consultant

Insurance to be Taken out by the Consultant (GCC 3.4)

GCC 3.4 The risks and the coverage shall be as follows:

(a) **Third-Party Motor Vehicle Liability**

Insurance in respect of the motor vehicles operated in Tanzania by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of ten thousand USD (USD 10,000);

(b) **Third-Party Liability**

Insurance for injuries or death in connection with the performance of the Services by the Consultant, with a minimum coverage of fifty thousand USD (USD 50,000);

(c) Professional Liability

Insurance, with a minimum coverage of [*insert amount and currency in words*] (_____) [*amount in figures*].⁴

(d) Employer's Liability and Workers' Compensation Insurance

Insurance in respect of the Personnel of the Consultant and 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) Additional provisions included in Appendix F with respect to insurance shall apply.

Documents Prepared by the Consultant to be the Property of MCA-T (GCC 3.7)

GCC 3.7 The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of MCA-T.

6. Payments to the Consultant

Contract Price (GCC 6.2)

GCC 6.2 The Contract Price is:

_____ [*amount in words*]
(_____) [*amount in figures*].

Terms and Conditions of Payment (GCC 6.4)

GCC 6.4 Payments shall be made according to the following schedule with the following proportions:

[*insert schedule and proportions*]

The account for payment is:

Interest on Delayed Payments (GCC 6.5)

⁴ Amount equal to the Contact Price.

GCC 6.5 The due date is:

Thirty (30) days after the approval of the relevant documents specified in SCC 6.4 by MCA-T's Authorized Representative, as designated in SCC 1.7, and receipt of the original invoice from the Consultant.

The interest rate is:

The annual interest rate according to the Applicable Law, equal to the floating rate periodically announced by the Central Bank of Tanzania. The daily rate is $1/360^{\text{th}}$ of the annual rate.

8. Settlement of Disputes

Dispute Resolution (GCC 8.2)

GCC 8.2 Disputes shall be settled by arbitration in accordance with the following provisions:

- (a) All disputes that are not settled amicably by the Parties shall finally and exclusively be settled by _____ in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). There shall be three arbitrators, each Party appointing one, with the two so appointed appointing the third, who shall preside over the proceedings.
- (b) The arbitration shall be held in Dar es Salaam, Tanzania and shall be conducted in the English language.
- (c) In any arbitration hereunder the decision of a majority of the arbitrators shall be final, binding and enforceable against the Parties.

III.

APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Note: *This APPENDIX will include the final TERMS OF REFERENCE worked out by MCA-T and the selected Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by MCA-T, etc.*

APPENDIX B – REPORTING REQUIREMENTS

Note: *This APPENDIX will include format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

APPENDIX C – KEY PERSONNEL AND SUB-CONSULTANTS

Note: *List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Tanzania, and staff-months for each.*
- C-2 Same information as C-1 for Key Local Personnel.*
- C-3 Same as C-1 for Key Personnel to be assigned to work outside Tanzania.*
- C-4 List of Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE

Note: *List here the fully loaded daily or monthly rates for personnel. This appendix will be used exclusively for purpose of determining remuneration for additional services.*

**APPENDIX E – SERVICES AND FACILITIES
PROVIDED BY MCA-T**

Note: List here the services and facilities to be made available to the Consultant by the MCA-T.

APPENDIX F – ADDITIONAL PROVISIONS

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the Contract to which this Appendix is attached (the “**Contract**”) and that certain Millennium Challenge Compact by and between the United States of America, acting through MCC, and the Government of the Republic of Tanzania (the “**Government**”), signed in Washington, D.C. on [insert date] as may be amended from time to time (the “**Compact**”).

MCA-T is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, which expects to receive a grant from MCC pursuant to a Compact and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (i) such payments will only be made at the request of and on behalf of MCA-T and as authorized by the Fiscal Agent, (ii) MCC shall have no obligations to the Consultant (for the purposes of this Appendix, the “**Contract Party**”) under the Compact or this Contract, (iii) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (iv) no party other than MCA-T shall derive any rights from the Compact or have any claim to MCC Funding.

A. MCC Status; Reserved Rights; Third-Party Beneficiary

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the parties to this Contract, the Government or MCA-T, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.

(d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA-T, MCC or any other person or entity from asserting any right against the Contract Party, or relieve the Contract Party of any liability which such entity might otherwise have to MCA-T, MCC, or any other party. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, Affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

B. Limitations on the Use or Treatment of MCC Funding.

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact, including [Section 2.3 and 5.4(b)] of the Compact or any other relevant Supplemental Agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable Compact provisions referenced in this paragraph may be found on the MCC website at http://www.mcc.gov/guidance/compact/funding_limitations.pdf.

C. Procurement.

The Contract Party shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in [Section 3.6] of the Compact and in the MCC Program Procurement Guidelines. The Contract Party shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or MCA-T. A summary of the applicable Compact provision referenced in this paragraph may be found on the MCC website at:

http://www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf.

With respect to subcontracting the MCC Program Procurement Guidelines provide as follows:

1. Every contract or subcontract for goods, services and works with any party that receives at least USD \$50,000 in the aggregate of MCC Funding shall require the contracting party to follow the Procurement Principles set out in the Compact to the maximum extent consistent with the objectives and requirements of the contract when subcontracting for goods, services or works.

2. In every contract or subcontract valued in excess of USD \$1,000,000, the contracting party shall be required to have written procurement procedures that may be subject to review by MCA-T, MCC, the Government and any of their respective agents or representatives.

3. Any contractor or subcontractor planning to subcontract for a major item of supply, services, or works, (deemed major if valued in excess of USD \$100,000) shall seek MCA-T prior written approval of the subcontractor.

D. Reports and Information; Access; Audits; Reviews.

1. Reports and Information. The Contract Party shall maintain such books and records and provide such reports, documents, data or other information to MCA-T in the manner and to the extent required by Sections 3.8 (a) and (b) of the Compact, and as may be reasonably requested by MCA-T from time to time in order to comply with its reporting requirements arising under the Compact. The provisions of Section 3.8(a) and (b) of the Compact that are applicable to the Government shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact.

2. Access; Audits and Reviews. The Contract Party shall permit such access, audits, reviews and evaluations as provided in the Compact. The provisions of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Contract Party as if such Contract Party were the Government under the Compact.

3. Application to Providers. The Contract Party shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or Contracts with other Providers in connection with the Contract.

4. Summary of Provisions. A summary of the applicable Compact provisions referenced in this paragraph D may be found on the MCC website at http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.

E. Compliance with Anti-Corruption Legislation.

The Contract Party shall ensure that no payments have been or will be made by such Contract Party to any official of the Government, MCA-T, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Contract Party affirms that no payments have been or will be received by any official, employee, agent or representative of such Contract Party in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

F. Compliance with Anti-Money Laundering Legislation.

The Contract Party shall ensure that MCC Funding pursuant to this Contract is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Contract Party, MCC, MCA-T, the Fiscal Agent, the Procurement Agent, or the Bank.

G. Compliance with Terrorist Financing Statutes and Other Restrictions.

1. The Contract Party shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac, (ii) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council, or (iii) such other list as MCA-T may request from time to time. For purposes of this provision, "material support and resources" includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

2. The Contract Party shall ensure that its activities under this Contract comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification may include verifying if such name appears on applicable watch lists such as the lists maintained on www.epls.gov and the other lists specified in the immediately preceding paragraph. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA-T or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA-T with a copy to MCC. In order to ensure compliance with United States sanctions programs in force from time to time: (a) the Consultant shall ensure that no goods or services acquired, or to be acquired, by the Consultant for purposes of performing this Contract have been or will be acquired from a Prohibited Source; and (b) MCA-T may, and upon MCC's request shall, request certificates of origin or such other documentation, satisfactory to MCA-T and MCC, evidencing compliance with such restriction. MCA-T shall promptly supply MCC with a copy of any such certificate or documentation it receives. For purposes hereof, "**Prohibited Source**" shall refer to any entity owned or controlled by the government of any country subject to United States economic sanctions programs in force from time to time. As of the date hereof, those countries include, without limitation, Cuba, Iran, Sudan, North Korea and Syria.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or MCA-T, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

H. Publicity, Information and Marking.

The Contract Party shall cooperate with MCA-T and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program Assets as goods, services, and works funded by the United States, acting through MCC, *provided that*, any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Contract Party shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

I. Insurance.

The Contract Party shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Contract. The Contract Party shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and MCA-T shall be named as additional insureds on any such insurance or other guarantee, to the extent permissible under applicable laws. The Contract Party shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works, *provided, however*, at MCC's election, such proceeds shall be deposited in an account as designated by MCA-T and acceptable to MCC or as otherwise directed by MCC.

J. Conflict of Interest.

The Contract Party shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such

disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Contract Party shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of *de minimis* value and otherwise consistent with such guidance as MCC may provide from time to time.

K. Inconsistencies.

In the event of any conflict between this Contract and the Compact, the Disbursement Agreement, or the Procurement Agreement, the term(s) of the Compact, the Disbursement Agreement or the Procurement Agreement shall prevail.

L. Other Provisions

The Contract Party shall abide by such other terms or conditions as may be specified by MCA-T or MCC in connection with the Contract consistent with the Compact and the other Supplemental Agreements.

M. Flow-Through Provisions.

In any subcontract or sub-award entered into by the Contract Party, as permitted by the Contract, the Contract Party shall ensure the inclusion of all the provisions contained in paragraphs (A) through (L) above.