
**REQUEST FOR PROPOSALS
RFP /QCBS/01/07/2007**

**TANZANIA MINISTRY OF FINANCE
On Behalf of:
THE GOVERNMENT OF TANZANIA
MILLENNIUM CHALLENGE ACCOUNT –
TANZANIA PROGRAM**

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

**PROCUREMENT AGENT AND
PROCUREMENT OVERSIGHT &
ADVISORY SERVICES**

July 27, 2007

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REQUEST FOR PROPOSALS

RFP No: QCBS/01/07/2007

Procurement Entity: Ministry of Finance

Project Name: Millennium Challenge Account – Tanzania Program

Title of Services: Procurement Agent and Procurement Oversight & Advisory Services

Date: July 27, 2007

SECTION 1. LETTER OF INVITATION

Dar es Salaam, Tanzania
July 27, 2007

Dear Sir/Madam

This Request for Proposals (RFP) is issued to firms responding to the Specific Procurement Notice that appeared in *UN Development Business and dgMarket* on July 12, 2007, revised on July 19, 2007. The Ministry of Finance of Tanzania 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 corporation. Subject to the making of such Compact by MCC, the terms and conditions of related agreements, and the availability of funds, the GoT intends to use a portion of the proceeds of this Compact to fund professional procurement services from a firm/organization (Procurement Services Consultant) that will (i) provide **procurement agent services**, assisting the GoT to diligently oversee, discharge and perform all services necessary to achieve the optimum value for the monies in MCC funded contracts, while ensuring that all procurement transactions are conducted in compliance with the principles, rules and procedures set out in the MCC Compact; and (ii) provide **procurement oversight & advisory services** to the government entities which were identified by the GoT and approved by the MCC to assume Procurement Agent responsibilities, all in accordance with the terms and conditions set forth in the Procurement Agent Agreement. It is expected that there will be three approved Government of Tanzania entities serving as procurement agents.

The overall goal of the GoT's Millennium Challenge Account Program (the Program) 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.

The **Procurement Agent** will be conducting procurements valued at approximately \$238 million for the following specific activities, as well as for administrative procurements:

Water (estimated \$67 million)

- Non-Revenue Water
- Lower Ruvu Plant Expansion

- Morogoro Water Supply

Energy (estimated \$118 million)

- Malagarasi Hydropower and Kigoma Distribution
- Zanzibar Interconnector

Transportation (estimated \$13.4 million)

- Zanzibar Rural Roads

Administrative Procurements (estimated \$40 million)

In addition, the **Procurement Agent** will assist in any completion or follow-up of 609(g) Grant Funded Procurements, which will be started by MCC and a stand-by procurement agent. These procurements will include:

- Fiscal Agent Consultant and other support services (estimated \$150,000)
- Roads baseline studies (Monitoring & Evaluation) (estimated \$200,000)
- Roads projects technical assistance, finalize designs (estimated \$350,000 plus option periods)
- Energy projects preparation studies (estimated \$3.5 million plus extended option periods)
- Mafia LAC study (estimated \$200,000)
- Water project coordination for final design/environmental activities (estimated \$2.1 million plus extended option periods)

The **Procurement Advisor** will oversee procurements conducted by the following entities, which will be conducting procurements for the estimated amounts listed after each entity:

- TANESCO (Tanzania Electric Supply Company) (estimated \$90.3 million)
- TANROADS (Tanzania National Roads Agency) (estimated \$351 million)
- TAA (Tanzania Airports Authority) (estimated \$6.6 million)

In this procurement proceeding, the GoT is represented by the Ministry of Finance (“**Ministry**”). A new entity, the Millennium Challenge Account – Tanzania (“**MCA-Tanzania**”) will be established by the GoT and the responsibilities for conducting this procurement and for the procurement contract will be transferred to MCA-Tanzania upon its establishment. Prior to the establishment of MCA-Tanzania, any references to actions to be taken or rights received by MCA-Tanzania, shall be taken or received by the Ministry, on behalf of the GoT, and any references herein to MCA-Tanzania shall be deemed to mean the Ministry during this period. Following the establishment of MCA-Tanzania, MCA-Tanzania shall replace the Ministry as party to the Procurement Agent Agreement.

On behalf of the GoT, the Ministry now invites proposals from interested Consultants to provide **Procurement Agent and Procurement Oversight & Advisory** services (“**Services**”). Details of the Services are provided in the Terms of Reference (Section 5) of this RFP.

The Procurement Services Consultant will be selected under Quality and Cost Based Selection (QCBS) procedures described in this RFP. The Consultants are advised that while these procedures are similar to the procedures set out in the World Bank Guidelines there are several very significant differences. Please further note that Section 2, Instructions to Consultants, includes the specific and detailed information about this procurement. **There is no separate Data Sheet.**

This invitation seeks technical and financial proposals from Consultants for one (1) base period fixed-price contract and five (5) fixed-price option periods payable in U.S. dollars. The Services to be performed under this proposed contract are expected to start in November, 2007. The base period will be for the first twelve (12) months after contract signature; option periods will be for twelve (12) months each. However, the final option period could extend beyond 12 months to include a one hundred and twenty (120)-day period of final closeout of the proposed MCC grant Program, as determined by MCA-Tanzania and MCC in accordance with the terms of the Procurement Agent Agreement.

For the Financial Proposal:

The Financial Proposal shall have two components: Procurement Agent Services and Procurement Oversight & Advisory Services.

Procurement Agent Services:

The Consultant is required to propose a percentage fee for the base-year period and all option periods 1, 2, 3 and 4 (Program years 2, 3, 4 and 5). In the final option period 5 (Program year 6), the Consultant is required to propose a fixed price.

For the base period and options periods 1-4, the Consultant will be paid monthly based solely on the percentage of the awarded contracts. For the final option period 5, the Consultant will be paid on a monthly fee except that fifteen percent (15%) of the fee shall be withheld and paid upon acceptance of the final report.

The Consultant is required to propose its percentage fee for the base year and option years 1, 2, 3 and 4 plus a fixed monthly fee for the final option period in the format specified in the enclosed FIN forms. For evaluation purposes only, a total fixed price will be calculated for each period by multiplying the proposed percentage amount times the indicative amount of awarded contracts for each period as set out in the FIN forms.

The Procurement Agent Agreement will provide for a percentage fee payment for the services associated with the 609(g) Grant Funded Procurements these services at a fixed rate of 0.5% of contract value. (See Financial Proposal Submission Form (Section 4) and Form of Contract at Section 6 of this RFP.)

The Consultants are advised that they should not assume a constant stream of payments in the base year and option periods 1, 2, 3 and 4. Some months may not

have any contracts and some months may have several contracts awarded. Therefore, the Consultants are expected to have sufficient financial capacity to maintain the required staffing and resources during the entire period.

Procurement Oversight & Advisory Services:

The Financial Proposal shall be for a fixed price for the base period and all option periods. For the base period and option period 1, the Consultant will propose a fixed price for performing all the services as stated in the Terms of Reference. For option periods 2, 3, and 4, Consultants are instructed to propose a price for providing the equivalent of twelve (12) staff months per option period of Procurement Oversight & Advisory Services based upon the unit rate for the lead Key Personnel for Procurement Oversight & Advisory Services. However, the specific activities for Procurement Oversight & Advisory Services for option periods 2, 3 and 4 will be established and agreed upon as part of the annual work planning process and will be paid at the unit rates established in form FIN-3 "Breakdown of Remuneration." MCA-Tanzania does not envision needing Procurement Oversight & Advisory Services in option period 5.

This RFP has been addressed to all eligible Consultants. (See the instructions for eligibility in Section 2 of this RFP). 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 out the Registration form and sending it to passey@mof.go.tz and paschal_assey@yahoo.com in PDF format with a copy to procurementadvisor@bah.com with the following in the subject line: *Procurement Services for Tanzania*. 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 August 21, 2007. The purpose of the 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.

This RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants
- 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 be held on August 17, 2007 at 10:00 AM local time at the Ministry of Finance Conference Hall, Madaraka Avenue, Dar es Salaam, Tanzania. The Ministry kindly requests that interested firms/organizations confirm their

attendance at the pre-proposal conference by sending the names of the individuals who will attend, along with the firm/organization affiliation, by email to passey@mof.go.tz and paschal_assey@yahoo.com with a copy to procurementadvisor@bah.com by the close of the business day on August 10, 2007. Firms/organizations are responsible for making their own travel arrangements and attendance is optional.

Tanzania requires citizens of many nations to obtain a Visa prior to entering the country. Visa arrangements are also the responsibility of the firm/organization.

The closing time for receipt of proposals is September 12, 2007 at 2:00 PM local time in Dar es Salaam, Tanzania.

Yours sincerely,

Mr. Gray Mgonja
Permanent Secretary
Ministry of Finance

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Definitions

- (a) “Base Period” means the first twelve (12) months after signature of the Procurement Agent Agreement.
- (b) “CIF” refers to Compact Implementation Funding proposed to be made available under the Compact to facilitate certain aspects of Compact implementation to be described more fully in the Compact should it be entered into.
- (c) “Compact” means the proposed agreement including all supplemental documents between MCC and the GoT that when executed provides funding (“*Compact Funding*”) from the United States of America for a program of activities to reduce poverty in Tanzania through economic growth.
- (d) “609(g) Grant Funded Procurements” means all procurement funded with a grant from MCC prior to the Compact to support the development of the Compact and its implementation except for this procurement for Procurement Services.
- (e) “Consultant” or “Firm” means any entity that registers with the Ministry prior to submitting a Proposal to provide Procurement Agent and Procurement Oversight & Advisory Services under the contract.
- (f) “Contract” means the contract signed by the parties and all the attached documents referenced therein.
- (g) “Day” means calendar day unless the phrase “working day” is specifically used.
- (h) “GoT” means the Government of Tanzania.
- (i) “Instructions to Consultants” or “Instructions” (Section 2 of this RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (j) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Ministry of Finance to those Consultants who register with the Ministry prior to submitting proposals to serve as Procurement Services Consultant.
- (k) “Millennium Challenge Corporation” or “MCC” means a United States Government corporation, acting on behalf of the United States Government, located at 875 Fifteenth St. N.W., Washington DC 20005, USA.

- (l) “MCC Program” or “Program” means the full scope of project activities to be funded under the Compact between MCC and the GoM.
- (m) “Millennium Challenge Account-Tanzania” or MCA-Tanzania is the entity that will have authority to oversee the MCC Program and its components, allocate resources, oversee and implement a financial plan, approve expenditures and procurement, and that will be accountable for MCC Program results (the “Accountable Entity”).
- (n) “Ministry” means the Ministry of Finance of Tanzania.
- (o) “Option Period” means each of the five periods, four of which will have a duration of twelve (12) months, and the final of which could extend beyond twelve (12) months to include a one hundred and twenty (120)-day period of final closeout of the proposed MCC grant program, as determined by MCA-Tanzania and MCC in accordance with the terms of the Procurement Agent Agreement.
- (p) “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.
- (q) “Procurement Advisor” means the entity or person that provides the Procurement Oversight and Advisory Services to MCA-Tanzania under the terms of the Procurement Agent Agreement.
- (r) “Procurement Agent Agreement” means the contract in form and substance substantially similar to the proposed Form of Contract attached to this RFP together with all attached documents referenced therein that, subject to the Compact being entered into, and to the availability of funds under such Compact, may be signed by the parties.
- (s) “Procurement Agent Services” means the work to be performed by the Procurement Services Consultant with respect to all matters related to procurement in the

framework of the MCC Compact program pursuant to the Procurement Agent Agreement.

- (t) “Procurement Oversight & Advisory Services” means the work to be performed by the Procurement Services Consultant with respect to providing MCA-Tanzania and the three government procurement agents with the information, support, tools and oversight necessary to ensure the integrity, competitiveness, and transparency of procurements financed by MCC pursuant to the Procurement Agent Agreement.
- (u) “Procurement Services Consultant” means any entity or person that provides the Procurement Agent and/or Procurement Oversight & Advisory Services to MCA-Tanzania under the terms of the Procurement Agent Agreement.
- (v) “Program” means the Program to achieve the goal and objectives of the Compact as set forth in the Compact.
- (w) “Proposal” means the Technical Proposal and the Financial Proposal including all forms and supporting documents for Procurement Agent and Procurement Oversight & Advisory Services submitted by a registered Consultant.
- (x) “RFP” means this Request for Proposals as prepared by the Ministry for the selection of the Procurement Services Consultant.
- (y) “Services” means the work to be performed by the Procurement Services Consultant pursuant to the Procurement Agent Agreement.
- (z) “Sub-Consultant” means any person or entity with which the Consultant subcontracts for any part of the Services.
- (aa) “Terms of Reference” (or “TOR”) means the document included in Section 5 of this RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of MCA-Tanzania and the Procurement Services Consultant, and expected results and deliverables of the Services.

1. Introduction

- 1.1. The GoT has made a proposal to the Government of the United States of America, through the Millennium Challenge Corporation for a grant in the form of an MCC Compact to fund projects focused on reducing poverty through sustainable economic growth.

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.

- 1.2. MCC is now conducting due diligence on the GoT proposal and has made no commitment of funds or funding. However, if a Compact is signed between MCC and the GoT, Procurement Agent and Procurement Oversight & Advisory Services will be needed to support the implementation of the Program proposed for the Compact.
- 1.3. MCC Compacts typically provide for three key entities to be involved in fiscal accountability. First, Compacts provide for an ***accountable entity*** that has authority to oversee the MCC Compact Program and its components, allocate resources, oversee and implement a financial plan, approve expenditures and procurements, and be accountable for MCC Program results. Second, Compacts require a ***fiscal agent*** for MCC funded activity that is responsible for certain aspects of financial operations (e.g. funds control). Third, a ***procurement agent*** undertakes responsibility for the management of all matters related to procurement in the framework of the MCC Compact Program. In Tanzania, there will also be a need for Procurement Oversight & Advisory Services to provide MCA-Tanzania and the three government procurement agents with the information, support, tools and oversight necessary to ensure the integrity, competitiveness, and transparency of procurements financed by MCC. The expected scope of Procurement Agent and Procurement Oversight & Advisory Services is set forth in detail in the Terms of Reference found in Section 5 of this RFP.
- 1.4. The GoT may request that a portion of the grant funds provided under the Compact, should it be entered into, be provided in the form of CIF.

- 1.5. If MCC determines to grant CIF to the GoT, the GoT would apply a portion of the CIF to fund the Base Period services of the Procurement Services Consultant. If the Compact is signed and enters into force, the Option Periods would be funded using MCC Compact funding.
- 1.6. To perform Procurement Agent and Procurement Oversight & Advisory Services that would be needed to implement the Compact Program, the Ministry will select a Consultant from among those who register with the Ministry prior to submitting Proposals, in accordance with the method of selection described in these Instructions.
- 1.7. The assignment for this RFP is: Procurement Agent and Procurement Oversight & Advisory Services to implement activities related to a Compact proposed to be entered into between the Government of the United States of America through the Millennium Challenge Corporation and the GoT.
- 1.8. Consultants are invited to submit a Technical Proposal and a Financial Proposal for Procurement Agent and Procurement Oversight & Advisory Services. The Proposal will be the basis for contract negotiations and ultimately for the signed Procurement Agent Agreement.
- 1.9. The Procurement Agent Agreement is expected to become effective in November 2007 and performance to begin in December 2007.
- 1.10. The Consultants may want to familiarize themselves with local conditions and take them into account in preparing their proposal at their own cost. To learn about the MCC mission and Program, the Consultants are encouraged to review the MCC website at www.mcc.gov and the MCA-Tanzania website at www.mca-t.go.tz.
- 1.11. The Consultants shall bear all costs associated with the preparation and submission of their proposal and contract negotiation. The Ministry is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to any Consultant.
- 1.12. The Ministry will assist the Procurement Services Consultant in obtaining licenses and permits needed, if any, to carry out the Services, and will make available relevant project data and

reports. **The Consultant resident staff will be expected to co-locate with MCA-Tanzania and the physical space will be provided to the Consultant at no charge.** No other inputs will be provided. Therefore, the Consultants shall plan to cover all costs that may be foreseen to initiate and sustain the Services in a timely manner, including but not limited to utilities, communication, insurance, office equipment, travel, etc.

1.13. The GoT requires that the selected Consultant provide professional, objective, and impartial advice and at all times hold the GoT's interests paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration for future work.

1.13.1. Without limitation on the generality of the foregoing, the 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:

- (a) A Consultant that has been engaged by the GoT 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. 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 resulting from or directly related to the firm's consulting services for such preparation or implementation.
- (b) A Consultant (including its Personnel, Associates, and Sub-Consultants or any of their affiliates) that has a business or family relationship with a member of the Ministry's, MCA-Tanzania's or the GoT's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Procurement Agent Agreement, may not be awarded the Procurement Agent Agreement unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Ministry and MCC throughout the selection process and

the negotiation and execution of the Agreement.

1.13.2. The Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MCA-Tanzania and/or the GoT 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 the Procurement Agent Agreement.

1.13.3. No agency or current employees of the GoT shall work as the personnel of the Procurement Services Consultant under their own ministries, departments or agencies. Recruiting former government employees of the GoT 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 GoT 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 the Ministry by the Consultant as part of its Technical Proposal.

1.14. 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 this requirement, the Ministry:

- (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 Ministry or the GoT and includes collusive practice among those parties submitting Proposals (prior to or after Proposal submission) designed to establish Proposal prices at artificial noncompetitive levels and to deprive the Ministry 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 Ministry, 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;
- (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 the Procurement Agent Agreement and may be found on MCC website at www.mcc.gov/guidance/compact/general.provisions.pdf (for purposes of the Procurement Agent Agreement, references to the “Contract Party” in paragraphs F and G of the General Provisions Annex will be deemed to be references to the Procurement Services Consultant and references to the “MCA Entity” will be deemed to be references to MCA-Tanzania); and
- (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 the Ministry 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) will 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, prohibited or obstructive practices in competing for the contract in question; and
 - (c) will have the right to require that a provision be included requiring the selected Consultant to permit the Ministry, the GoT and MCC or any designee of MCC to inspect their accounts and records relating to the submission of a Proposal or performance of the Procurement Agent Agreement and to have them audited by auditors appointed by MCA-Tanzania with the approval of MCC.

In addition, MCC may cancel the portion of the Compact funding allocated to a Procurement Agent Agreement if it determines at any time that representatives of a beneficiary of the Compact were engaged in corrupt, fraudulent, collusive, coercive, or prohibited practices during the selection process or the execution of the Procurement Agent Agreement, without the beneficiary having taken timely and appropriate action satisfactory to MCC to remedy the situation. MCC also may invoke any of the rights identified for the Ministry in paragraphs (a) – (c) above.

- 1.15. The 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 Procurement Agent Agreement, as requested in the Financial Proposal Submission Form (form FIN-1 found in Section 4 of this RFP.)
- 1.16. Any person or entity that is prohibited from participation in procurements financed by the World Bank or debarred or suspended from participation in procurements funded by the United States Federal 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 or Sub-Consultant who or which are nationals of any country that is currently 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.

- 1.17. Goods supplied and services provided under the Procurement Agent Agreement may originate from any country except if:
 - (a) as a matter of law or official regulation, United Republic of 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
 - (b) 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, United Republic of Tanzania prohibits any imports of goods from that country or any payments to persons or entities in that country.
- 1.18. Interested firms may associate with each other.
- 1.19. In case a Consultant intends to associate with other parties and/or individual expert(s), such other parties and/or individual expert(s) shall be subject to the eligibility criteria set forth above.
- 1.20. 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 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 resume. If this consent is not ascertained prior to submitting the Proposal, the Proposal may be rejected.
- 1.21. Proposals must remain valid for ninety (90) days after the submission date. During this period, the Consultant shall maintain the availability of Key Personnel nominated in its Proposal. The Ministry will make its best effort to complete contract negotiations within this period. Should the need arise, however, the Ministry may request that the Consultants extend the validity period of their Proposals. Those Consultants who

agree to such an extension shall confirm that they maintain the availability of the Key Personnel nominated in their Proposal, or in their confirmation of extension 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 any further.

2. Clarification and Amendment of RFP Documents

- 2.1. The Consultants may request a clarification of the RFP documents up to fifteen (15) working days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Ministry at the following address:

Office of the Permanent Secretary
Ministry of Finance
P.O. Box 9111, Dar es Salaam, Tanzania
Attention: Mr. Paschal B. Assey
Tel. +255 22 2124634 or +255 713 249491
Fax: +255 22 2124644

E-mail: passey@mof.go.tz and paschal_assey@yahoo.com

In all cases, an electronic copy of the request for clarification shall be sent to procurementadvisor@bah.com with the following in the subject line of the email: “*MCA-Tanzania Procurement Request for Clarification.*”

- 2.2. The Ministry will respond by paper mail, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all registered Consultants.
- 2.3. At any time before the submission of Proposals, the Ministry may, for any reason, whether at its own initiative or in response to a clarification requested by a registered Consultant, amend this RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by paper mail, facsimile, or electronic mail to all registered Consultants and will be binding on them. The Ministry may at its discretion extend the deadline for the submission of Proposals.
- 2.4. A pre-proposal conference will be held on August 17, 2007 at 10:00 AM local time in Ministry of Finance Conference Hall, Madaraka Avenue, Dar es Salaam, Tanzania. Registered Consultants should confirm their attendance at the pre-proposal conference in agreement with page 8 of the Letter of

Invitation. Attending the pre-proposal conference is optional.

3. Preparation of Proposal

3.1. The Proposal as well as all related correspondence shall be written in English. 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.

Financial Capacity

3.2. The Consultant's financial capability to mobilize and sustain the Procurement Agent and Procurement Oversight & Advisory 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 found in Section 3 of this RFP. This requirement is met by the submission of **one** of the following: 1) audited financial statements for the last three (3) years, supported by audit letters, 2) certified financial statements for the last three (3) 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 a 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 Ministry at its discretion may ask for clarifications or additional information regarding the information provided in form TECH 2.**

3.3. A Consultant that fails to demonstrate through its financial submission that it has the financial ability 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

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

- 3.5. The Consultant shall use the enclosed forms in Section 3, TECH forms, for preparing its Technical Proposal.
- 3.6. 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-Consultant arrangement. In 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.
- 3.7. 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 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. 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 applicable page limits:
- TECH-1 Proposal Submission Form – no limit
 - TECH-2 Financial Capacity – no limit
 - TECH-3 Organization – ten (10) pages
 - TECH-4 Experience – fifteen (15) pages
 - TECH-5 References – three (3) pages
 - TECH-6 Approach, Methodology, Work Plan – forty (40) pages
 - TECH-7 Comments and Suggestions – five (5) pages
 - TECH-8 Team Composition – no limit
 - TECH-9 Staffing Schedule – no limit
 - TECH-10 Deliverable Schedules – no limit
 - TECH-11 Curriculum Vitae – no limit
- 3.8. The Consultants should provide all the information as requested in the other TECH forms in Section 3.
- 3.9. ***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. In addition, the CV of the proposed Project Director

must be provided using the template provided in form TECH-11 of Section 3. (The Project Director's qualifications are considered in the evaluation of the Experience and Competence of the Consultant and not in the evaluation of the Key Personnel.)

- (b) An outline of recent experience of the Consultant and, in the case of joint venture, for 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 the Ministry.
- (c) The Consultant's references for at least three (3) completed projects (and a maximum of ten (10) projects) using form TECH-5 of Section 3.

3.10. *Approach and Methodology*

The Technical Proposal

- (a) Must include a description of the approach, methodology, work plan, organization chart and staffing schedule. 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 the bar charts the timing proposed for mobilization of the Procurement Services Consultant and for executing the Procurement Agent and Procurement Oversight & Advisory Services.
- (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 requirement for counterpart staff and facilities (form TECH-7 of Section 3).

- (c) Must include
 - (i) list of the proposed professional staff by area of expertise, the position that would be assigned to each staff member, and their tasks;
 - (ii) job descriptions of all positions the Consultant intends to fill through its staff/consultants 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.

The staffing requirements to carry out the responsibilities, duties and tasks of the Procurement Services Consultant will be determined by the Consultant. For determining the staffing requirements, it is expected that the Consultant shall use its own experience in managing procurement services for a program of similar size and complexity. 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.

- (d) 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 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.

3.11. *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 (3) references for the individual.
- (b) Alternative Key Personnel shall not be proposed. Only one curriculum vita (CV) may be submitted for each position.

**Financial
Proposal**

3.12. 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.

3.13. The Financial Proposal shall be prepared using the following FIN forms that are included in Section 4:

FIN-1 Financial Proposal Submission Form

FIN-2 Price

FIN-2.1 Price: Procurement Agent Services

FIN-2.2 Price: Procurement Oversight & Advisory Services

FIN-3 Breakdown of Remuneration

All forms must be completed. Note that the Financial Proposal has two components: Procurement Agent Services and Procurement Oversight & Advisory Services. Prices must be set out for both components.

3.14. The Consultants shall note that the contract shall be a **Fixed-Price contract** with no modification possibilities after the contract award. Therefore, the Financial Proposal shall include all costs and prices that the Procurement Services Consultant is likely to incur, including all taxes, custom duties, and other levies, in its home country, in Tanzania, and in any other country.

3.15. *Financial Proposal for Procurement Agent Services*

3.15.1. As stated in the Letter of Invitation for this RFP, the Financial Proposal for Procurement Agent Services shall be for a Base Period fixed-price contract payable in U.S. Dollars and five (5) fixed-price options payable in U.S. Dollars.

3.15.2. Base Period: The Consultants are required to propose a percentage fee for the Base Period in the enclosed FIN-2.1 form. The percentage fee will be evaluated as a fixed-price amount that results from multiplying the proposed percentage times an indicative amount of funds to be contracted by the Procurement Services Consultant during the one-year Base Period of the contract. Except for the special payment provisions applicable to the 609(g) Grant Funded Procurements , payments shall be based solely on the percentage of the contracts signed during the Base Period, paid on a month-by-month basis

3.15.3. Option Periods 1, 2, 3 and 4 (Program years 2, 3, 4 and 5): The Consultants are required to propose a percentage fee for each of the five Option Periods in the enclosed FIN-2.1 form using the same percentage number as for the Base Period. Payments shall be based solely on the percentage of the value of contracts signed during the Option Period, paid on a month-by-month basis. A minimum of fifteen percent (15%) of the price for the final Option Period shall be retained and paid upon acceptance of the final report. The Consultants are required to use the same percentage number for the base year and each of the four (4) option periods. **Proposals that do not state the same percentage number for each of the four (4) periods may be rejected.** The Consultants are required to set out the proposed percentage for each of these option periods in the format specified in the enclosed form FIN-2.2.

3.15.4 Final Option Year: The final option year shall be fixed price amount paid monthly except that a minimum of 15% of the price for the final year shall be retained and paid at the acceptance of the final report.

3.15.4 The Consultants are advised that they should not assume a constant stream of payments except for the final option year. Some months may not have any contracts awarded and some months may have several contracts awarded. Therefore, the Consultants are expected to have sufficient financial capacity to maintain the required staffing and resources during the entire period

3.16. *Financial Proposal for Procurement Oversight & Advisory Services*

3.16.1. As stated in the Letter of Invitation for this RFP, the Financial Proposal for the Procurement Oversight & Advisory Services in the Base Period and all Option Periods shall be a fixed-price amount payable in U.S. Dollars.

3.16.2. Base Period and Option Period 1: The Consultants are required to propose a fixed-price amount for the Base Period and Option Period 1 using form FIN-2.2. The Procurement Oversight & Advisory Services are expected to require at least twenty-four (24) staff

months for the Base Period and at least twenty-four (24) staff months for Option Period 1.

3.16.3. Option Periods 2, 3, and 4: For evaluation purposes only, the Consultants are instructed to propose a price for providing the equivalent of twelve (12) staff months for each Option Period based upon the unit price proposed for the team leader for delivery of the Procurement Oversight & Advisory Services. However, the scope of Procurement Oversight & Advisory Services needed for Option Periods 2, 3, and 4 will be established and agreed to at least three (3) months prior to the deadline date for exercising the option. At that time the fixed price amount of the option will be set based upon the unit rates established in form FIN-3 “Breakdown of Remuneration.”

3.16.4. Option Period 5: MCA-Tanzania does not anticipate the need for Procurement Oversight & Advisory Services during Option Period 5.

3.16.5. The Financial Proposals must include a completed form FIN-3, which provides the breakdown of the remuneration for staff (foreign and local, in the field and at the Consultant’s home office). The information in form FIN-3 is requested only to establish reasonableness of the price and price payments to the Procurement Services Consultant for Procurement Oversight & Advisory Services during Option Periods 2, 3 and 4. The staff month rates provided in form FIN-3 must be inclusive of all costs of providing Procurement Oversight & Advisory Services such as indirect costs, travel, lodging, field costs, etc.

3.17. **Overall Financial Proposal** for Procurement Agent and Procurement Oversight & Advisory Services to be proposed in form FIN-2 shall be the sum of the Financial Proposal for Procurement Agent Services and the Financial Proposal for Procurement Oversight & Advisory Services.

3.18. In the event of a discrepancy between the total amount of the proposal and the unit amount for an individual period, the unit amount for the individual period shall prevail and the total amount shall be adjusted.

3.19. A Financial Proposal that does not cover the Services for the entire duration of the contract, including the Base Period and all Option Periods, shall be rejected.

3.20. The tax provisions are set out in the proposed Form of Contract included in Section 6 of the RFP. There shall be no adjustment in price to incorporate taxes after submission of the Financial Proposal.

Currency

3.21. Consultants shall express the price of their Services in **United States Dollars**.

4. Submission, Receipt, and Opening of Proposals

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 submitting the Proposal itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.

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.

4.3. Consultants must submit an original and five (5) copies of the Technical Proposal and an original and five (5) copies of the Financial Proposal.

The signed Technical and Financial Proposal 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 copies of the Proposals, the originals shall govern. In addition, a CD or other electronic version of the Technical Proposal is required. An electronic copy of the Financial Proposal is not to be submitted. In the case of a discrepancy between the electronic and the hard copy original of the Technical Proposal, the hard copy original shall govern.

4.4. The original and all copies of the Technical Proposal (including the CD of the Technical Proposal) shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL – PROCUREMENT SERVICES CONSULTANT." Similarly, the

original and all copies of the Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL – PROCUREMENT SERVICES CONSULTANT", 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. The outer envelope shall bear the notation "MCC COMPACT – PROCUREMENT SERVICES CONSULTANT", 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 PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 2:00 PM LOCAL TIME, ON SEPTEMBER 12, 2007.**"

4.5. The Ministry shall not be responsible for misplacing, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated above. This circumstance may be grounds to reject a Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may also be grounds to reject the Proposal.

4.6. The completed Proposal must be delivered to the submission address:

**Office of the Permanent Secretary
Ministry of Finance
Madaraka Avenue, 2nd floor
Dar es Salaam Tanzania
Attention: Mr. Paschal B. Assey**

Please note that Proposals submitted by fax or electronic mail shall not be accepted.

4.7. Proposals must be submitted at the Proposal submission address no later than the following date and time:

September 12, 2007 at 2:00 PM local time

4.8. Any Proposal received after the above closing time for submission of Proposals shall be rejected and returned unopened.

4.9. 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

General

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

Office of the Permanent Secretary
Ministry of Finance
P.O. Box 9111, Dar es Salaam Tanzania
Attention: Mr. Paschal B. Assey
Tel. +255 22 2124634 or +255 713 249491
Fax: +255 22 2124644
E-mail: passey@mof.go.tz and paschal_assey@yahoo.com

In all cases, a copy of this correspondence must be sent by e-mail to: procurementadvisor@bah.com with the following in the subject line of the email: “*MCA-Tanzania Procurement Services Consultant.*”

Any effort by a Consultant to influence the Ministry in the Proposal evaluation, Proposal comparison or contract award decisions shall result in the rejection of such Consultant’s Proposal.

- 5.2. 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.

Evaluation of Technical Proposals

- 5.3. The Ministry will constitute a Technical Evaluation Panel, (“Panel”) to evaluate all Proposals received. The Panel as a whole and each of its members individually, will evaluate the Technical Proposals for the required Services on the basis of the quality of their responsiveness to the Terms of Reference, applying the evaluation criteria, as specified below. Each Proposal that is not rejected for reasons stated in these Instructions will be given a technical score (St).
- 5.4. At the discretion of the Panel, requests for clarifications may be sent to the Consultants in writing. 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 also be provided in writing.

5.5. In the event that no Consultant earns the minimum total technical score of eighty (80) points, the Ministry reserves the right to select the Consultant with the highest technical score and negotiate the contract.

5.6. The Criteria, sub-criteria, and weighting system described below shall be used for the evaluation of Technical Proposals.

5.7. ***Financial Capacity Evaluation***

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.

5.8. ***Technical Scoring***

A. Experience and Competence of the Consultant: 20%

1. Successful procurement experience on projects of similar nature, in substance, size and complexity, including activities in:

- (a) procurement planning;
- (b) procurement document development;
- (c) evaluation process;
- (d) contract administration;
- (e) record keeping;
- (f) advisory services including process and workflow design;
- (g) capacity enhancement or training in procurement management; and
- (h) monitoring and oversight of procurement activities.

2. References

- (a) references for the work experiences described, to confirm that the Consultant's performance was successful;
- (b) references for work of similar nature – three (3) recommended.

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

B. Approach and Methodology: 45%

1. Quality of proposed approach to mobilize and staff in order to produce all of the Procurement Agent and Procurement Oversight & Advisory Services deliverables due within the first one hundred and twenty (120) days as required in the TOR of this RFP.
2. Quality of the proposed approach to implement procurement agent and procurement oversight & advisory services in the following areas:
 - (a) procurement planning;
 - (b) developing procurement documents;
 - (c) organizing evaluation process;
 - (d) contract administration;
 - (e) record keeping, including managing timely delivery of all required reports;
 - (f) advisory services including process and workflow design and improvement;
 - (g) capacity enhancement and training in procurement management;
 - (h) monitoring and oversight.
3. Quality of proposed approach to integrate electronics-based systems for managing and supporting the procurements.
4. Quality of proposed approach to integrate the roles and responsibilities of the various participants in the procurement management processes (Procurement Management Unit within MCA-Tanzania, the Project Directors within MCA-Tanzania, the Fiscal Agent, and the Implementing Entities/outside Project Managers).
5. Quality of proposed Quality Assurance Systems to meet the high quality of performance expected, including supervision and internal controls.

6. Feasibility of proposed approach by home office to assure quality performance and to support the professional staff performing the services in the field:
 - (a) Quality assurance: Feasibility of the proposed system for managing and assuring quality of performance in the field by the home office;
 - (b) Support: Credibility of the proposed system for providing resource support; fielding additional personnel as and when needed;
 - (c) Administration: Quality of the proposed approach to handle the requirements of providing equipment, facilities, and support staff (administrative staff, translators, legal etc.);
 - (d) Depth of technical and management resources: the ability to provide on short notice additional staff as replacement and/or surge capacity during periods of peak activity.

C. Key Personnel and Other Staff: 35%

1. Key Personnel:

- (a) Extent to which the Key Personnel meet and exceed the requirements established in the Terms of Reference based upon:
 - (i) CV's of the Key Personnel, which shall include explicit signed consent of the individuals proposed;
 - (ii) recommendations from references beginning with those given for each individual proposed as Key Personnel.
- (b) Extent to which the qualifications of the Key Personnel satisfy the job descriptions defined in the methodology and reflect an understanding of the services required.
- (c) Extent to which the Key Personnel have procurement experience in the target sectors.

2. Support Staff:

Extent to which the proposed number of positions and respective job descriptions reflect an understanding of the service requirements.

Total points: 100

The minimum technical score (St) required to pass is: eighty (80) points out of a possible 100 points.

**Public Opening
of Financial
Proposals**

5.9. After the evaluation of the Technical Proposals is completed, the Ministry shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or who were otherwise rejected for reasons described in this RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Ministry 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. Due to the urgent need for these Services, Consultants are to note that they may have very little time to make arrangements to attend the opening of the Financial Proposals. Attendance at the opening of Financial Proposals is optional.

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 Ministry shall prepare minutes of the public opening. A copy of the record of the public opening shall be sent to all Consultants.

**Evaluation
of Financial
Proposals**

5.11. The Financial Proposal shall be the total "Evaluated Price" as provided for in form FIN-2 for Procurement Agent Services and Procurement Oversight & Advisory Services for the Base Period and all Option Periods. *(In form FIN-2, the stated US Dollar values for the Base Period and the Option Periods are provided solely as indicative figures for the purpose of evaluation of the Financial Proposals, and the Ministry makes no representation that these amounts will be reflected in the Compact documents).*

**Example of
Calculation of
Financial
Proposal**

5.12. The following is an example of the financial proposals and calculations. This entire Section 5.12 is an **example only**. In case of contradiction between it and any other Section of this RFP, the other Section shall prevail.

5.12.1. *Financial Proposal for Procurement Agent Services (form FIN 2.1)*

(a) Base Period and each of five Option Periods Evaluated Price:

In form FIN-2.1, suppose that a percentage fee of one percent (1%) of contract value is proposed. This percentage is multiplied by the indicative amount in US dollars provided for the Base Period and each Option Period on form FIN-2.1 and the result is stated as the evaluated price to perform the Base Period and respective Option Periods for Procurement Agent Services.

(b) The calculation of the evaluation price for the Base Period and five (5) Option Periods is as follows:

	%	US Dollar Value Provided	Option Period Contract Price
(1) Base Period:	1%	x US \$10,000,000	= US \$100,000
(1) Option Period 1:	1%	x US \$40,000,000	= US \$400,000
(2) Option Period 2:	1%	x US \$30,000,000	= US \$300,000
(3) Option Period 3:	1%	x US \$30,000,000	= US \$300,000
(4) Option Period 4:	1%	x US \$20,000,000	= US \$200,000
(5) Option Period 5:	\$10,000 x 12 months		= US \$120,000

The Total Evaluated Price for all periods for the Procurement Agent Services is US \$1,420,000

(c) The above methodology is for Financial Proposal evaluation purposes only. The Consultant selected for contract award shall be paid the percentage fee which is bid and is set out in the contract, as a percentage of the actual amount of contracts signed and for which the Consultant provided Procurement Agent Services (as such services are defined in the Terms of Reference for Procurement Agent at Section 5 of this RFP).

5.12.2. *Financial Proposal for Procurement Oversight & Advisory Services (form FIN 2.2)*

(a) Base Period Contract Price: Suppose a fixed price in form FIN-2.2 of US\$1,000,000 is proposed to perform Procurement Oversight & Advisory Services during the Base Period.(b) Option Period 1 Contract Price: Suppose a fixed price in form FIN-2.2 of US\$600,000 is proposed

to perform the Procurement Oversight & Advisory Services for Option Period 1.

- (c) Option Period 2, Contract Price: Suppose a fixed price in form FIN-2.2 of US\$400,000 is proposed to perform the Procurement Oversight & Advisory Services for Option Period 2.
- (d) Option Period 3, Contract Price: Suppose a fixed price in form FIN-2.2 of US\$400,000 is proposed to perform the Procurement Oversight & Advisory Services for Option Period 3.
- (e) Option Period 4, Contract Price: Suppose a fixed price in form FIN-2.2 of US\$400,000 is proposed to perform the Procurement Oversight & Advisory Services for Option Period 4.
- (f) The calculation of the evaluation price for the Base Period and four (4) Option Periods is as follows:

Base Period	+US\$1,000,000
Option Period 1	+US\$ 600,000
Option Period 2	+US\$ 400,000
Option Period 3	+US\$ 400,000
Option Period 4	+US\$ 400,000

The Total Evaluated Price for five (5) years (Base Period and four (4) Option Periods) for the Procurement Oversight & Advisory Services is US \$2,800,000.

5.12.3. Overall Financial Proposal for Procurement Agent and Procurement Oversight & Advisory Services (form FIN-2)

Total Evaluated Price for Procurement Agent Services:

+ US\$1,420,000

Total Evaluated Price for Procurement Oversight & Advisory Services:

+ US\$2,800,000

Total Evaluated Price for Procurement Agent and Procurement Oversight & Advisory Services:

US\$ 4,220,000

Caution: This example is for illustrative purposes only and should not be considered as indicative of the budget estimates for this procurement.

Ranking of Proposals

- 5.13. The formula for determining the financial scores is the following:

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

The weights given to the Technical and Financial Proposals are:

T= 0.8, and P= 0.2

- 5.14. Any computational errors will be corrected. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail.

- 5.15. The lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in Paragraph 5.10 above. 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 Paragraph 5.10 above: $S = St \times T\% + Sf \times P\%$. The Consultant that achieves the highest combined technical and financial score will be invited for negotiations.

- 5.16. Prior to inviting the highest ranked Consultant for negotiations, the Ministry may, at its own discretion, conduct a post-qualification review. The criteria for post-qualification will include, among others, verification of the information provided, as well as check on the references provided in the Proposal. A negative determination in the post-qualification review could lead to the rejection of the Proposal. In this case, the Ministry will notify the highest ranked Consultant of this negative determination, and will give five (5) working days to the Consultant to submit a response to the reasons for the negative determination. If not satisfied with the response, the Ministry may, at its discretion, invite the next-ranked Consultant for negotiations.

- 5.17. At any time during the evaluation process, the Ministry 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 Ministry. The Consultant shall not be permitted to

revise its Proposal after this determination.

6. Negotiations

- 6.1. After the conclusion of the above processes, the successful Consultant shall be invited to negotiations in Tanzania at a time and place to be determined.
- 6.2. Having selected the Procurement Services Consultant on the basis of, among other things, an evaluation of proposed Key Personnel, the Ministry expects to negotiate the Agreement on the basis of the experts named in the Proposal. Before contract negotiations, the Ministry will require assurances that the proposed individuals will be actually available. The Ministry will not consider replacement during contract negotiations unless both parties agree that undue delay in the selection process makes such replacement 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 selected as Procurement Services Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 6.3. Negotiations will not include any adjustment of the remuneration rates for the Consultant personnel or any adjustment for taxes.
- 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 Ministry and the invited Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, logistics, reporting, and all other relevant details. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Procurement Agent Agreement. Special attention will be paid to clearly defining the inputs and facilities required from MCA-Tanzania to ensure satisfactory implementation of the assignment. The Ministry shall prepare minutes of negotiations, which will be signed by the Ministry and the Consultant.
- 6.5. The negotiations will conclude with a review of the draft form of the Procurement Agent Agreement. To complete

negotiations, the Ministry and the selected Consultant will initial the agreed upon Procurement Agent Agreement. If negotiations fail, the Ministry will invite the Consultant whose Proposal received the next highest score to negotiate a Procurement Agent Agreement. Neither the Ministry nor MCA-Tanzania will 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 1.16 and 1.17 above. It will be the responsibility of the Consultant to determine the eligibility of its Sub-Consultants, associates, and individual staff.
- 7.2. After negotiations are completed with the selected Consultant, the Ministry will promptly notify other Consultants that they were unsuccessful. After allowing for the period for the bid challenge process (see 9.1 and 9.2 below), the Procurement Agent Agreement will be awarded. The Ministry shall return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation or were otherwise rejected or disqualified after the contract signing.
- 7.3. The Procurement Services Consultant is expected to commence the assignment within twenty-one (21) calendar days after award or as agreed to during negotiations.

8. Confidentiality

- 8.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to any person not officially involved with the evaluation process, until the winning Consultant has been notified that it has been awarded the Procurement Agent Agreement.

9. Bid Challenges

- 9.1. The Ministry shall entertain a bid challenge from any Consultant that claims to have suffered or that may suffer loss or injury due to a breach of a duty by the Ministry in the conduct of this RFP. Any bid challenge shall be submitted in writing (may be in electronic form) to the Point of Contact for the Ministry within five (5) working days from when the party 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 Ministry 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

complaint is upheld in whole or in part, indicating the corrective measures that are to be taken.

The bid challenge shall be addressed to:

Mr. Paschal B. Assey

Fax: +255 22 2124644

e-mail: passey@mof.go.tz and paschal_assey@yahoo.com

In all cases, a copy of this correspondence must be sent by e-mail to: procurementadvisor@bah.com with the following in the subject line of the email: “*MCA-Tanzania Procurement Services Consultant – Bid Challenge*”.

- 9.2. A Consultant may seek review by MCC only after it has exhausted all remedies described in Sections 9.1. MCC’s review will be limited to claims that the Ministry failed to entertain its bid challenge, or failed to issue a written decision on the bid challenge or claims that the Ministry violated the procedures set out in this RFP. The appeal to MCC must be received in writing (may be in electronic form) within five (5) working days of the date the party learned or should have learned of an adverse decision by the Ministry or other basis of appeal to MCC. The appeal shall be addressed to:

Millennium Challenge Corporation

Attention: Vice President for Operations

(copy to the Vice President and General Counsel)

875 Fifteenth Street, N.W.

Washington, DC 20005

United States of America

Facsimile: (202) 521-3700

Email: VPOperations@mcc.gov

(Vice President for Operations);

VPGeneralCounsel@mcc.gov

(Vice President and General Counsel).

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

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Office of the Permanent Secretary, Ministry of Finance
P.O. Box 9111, Dar es Salaam Tanzania
Attention: Mr. Paschal B. Assey

Dear Sir or Madam:

We, the undersigned, offer to provide *Procurement Agent and Procurement Oversight & Advisory Services* 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 party].¹

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Procurement Agent Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in this RFP.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

¹ [Delete in case no association is foreseen.]

FORM TECH-2. FINANCIAL CAPACITY

[The Consultant's financial capacity to mobilize and sustain the Procurement Agent and Procurement Oversight & Advisory 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 an audit letters, 2) certified financial statements for the last three years, supported by tax returns or 3) a copy of the Consultant's Dun and Bradstreet 'Business Information Report' (BIR). The Dun and 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 thirty (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 for shall be filled out for the consultant and all named partners. The Ministry 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. ORGANIZATION OF THE CONSULTANT

*[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. Further, the Consultant must nominate a home-office Project Director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV. Use **maximum 10 pages**, not counting the resume of the home-office Project Director.]*

FORM TECH-4. EXPERIENCE OF THE CONSULTANT

[Using maximum 15 pages, the Proposal must demonstrate that the Consultant has a proven record of successful experience in executing projects similar in nature, size and scope of the services sought in this procurement.]

Projects similar in nature and scope would include the following activities:

- *procurement planning;*
- *procurement document development;*
- *evaluation processes;*
- *contract administration;*
- *record keeping;*
- *advisory services including process and workflow design and improvement;*
- *capacity enhancement and training in procurement management;*
- *monitoring and oversight.*

The Consultant should also define the size of past projects in terms of monetary value, volume in terms of number or procurements and duration of the projects in which experienced is claimed.

The Consultant should also offer evidence that the project was performed successful. Note also that in for Tech 5 the Consultant should provide references that can be checked to confirm quality of performance.

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 firms:
Name of associated firms 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:	

Consultant's Name: _____

FORM TECH-5. REFERENCES OF THE CONSULTANT

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

- *The type of work performed*
- *Confirm the quality of the work experience listed in TECH-4*

The Ministry 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. **Maximum 3 pages**]*

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

*[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. **Maximum 40 pages**]*

FORM TECH-7. COMMENTS AND SUGGESTIONS

*[These comments shall not be used for evaluation purpose, but may be discussed during negotiations. The Ministry 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. **Maximum 5 pages**]*

A - ON THE TERMS OF REFERENCE

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



B - ON COUNTERPART STAFF AND FACILITIES

[Present your comment here on counterpart staff and facilities to be provided by MCA-Tanzania including: administrative support, office space, data, etc.]

FORM TECH-9. STAFFING SCHEDULE

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

- 1 For professional staff the input shall be indicated individually; for support staff it shall 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 firm’s home office.
- 4 The resources proposed in this form shall be evaluated during technical scoring as part of the Approach and Methodology.

 Full time input
 Part time input

FORM TECH-10.1. DELIVERABLE SCHEDULE FOR BASE PERIOD

N°	Deliverables ²	Within Months											
		1	2	3	4	5	6	7	8	9	10	11	12
PA1	MCA-Tanzania Procurement Plan inputs covering the procurements to be directly managed by the Procurement Services Consultant acting as Procurement Agent (including at minimum the planned procurements for the subsequent 6 months)												
PA2	Procurement Implementation Plans (schedules) for individual procurements to be directly managed by the Procurement Services Consultant acting as Procurement Agent												
PA3	Quarterly inputs/updates to the MCA-Tanzania Procurement Plan covering the procurements under direct management by the Procurement Services Consultant acting as Procurement Agent												
PA4	Monthly reports												
PA5	Final Report covering base period activities as Procurement Agent												
PO1	Inception Report												
PO2	Operations Manual												
PO3	Capacity Enhancement Plan Design												
PO4	Standard Solicitation Documents												
PO5	Contract Administration System for use for procurements directly managed by the Procurement Services Consultant acting as Procurement Agent												

² See TOR for the full list of deliverables. Above is the sample requirement of the contract for the Base Period (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.

FORM TECH-10.2. DELIVERABLE SCHEDULE FOR OPTION PERIODS

N°	Deliverables ³	Within Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
PA1	MCA-Tanzania Procurement Plan inputs covering the procurements to be directly managed by the Procurement Services Consultant acting as Procurement Agent (including at minimum the planned procurements for the subsequent 6 months)													
PA2	Quarterly update inputs to the MCA-Tanzania Procurement Plan													
PA3	Procurement Implementation Plans (schedules)													
PA4	Monthly Progress Reports (may be combined with the Procurement Advisory Services monthly report)													
PA5	Annual Report													
PO1	Quarterly Cumulative record of MCA-Tanzania's procurement process for submission by MCA-Tanzania to MCC													
PO2	Monthly Progress Reports (may be combined with the Procurement Agent monthly reports)													
PO3	Annual Reports (for each option period)													
PO4	Annual Work Plan covering the subsequent option period													
PO5	Final Report (at contract completion)													

³ See TOR for the full list of deliverables. Above is the sample requirement of the contract for the Option Periods (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed work load. The submission shall be evaluated as part of the Approach and Methodology.

FORM TECH-11. CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL AND PROJECT DIRECTOR

[maximum 3 pages per CV]

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Consultant *[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 [Year]: _____ **To [Year]:** _____

Employer: (contact information) _____

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. References:

[List at least three individual references with substantive knowledge of the staff members' work. Include each reference's name, title, and phone and e-mail contact information.]

1. _____
2. _____
3. _____

14. 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.

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

Full name of authorized representative: _____

SECTION 4. FINANCIAL PROPOSAL – FORMS

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

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Office of the Permanent Secretary, Ministry of Finance
P.O. Box 9111, Dar es Salaam Tanzania
Attention: Mr. Paschal B. Assey

Dear Sir or Madam:

We, the undersigned, offer to provide the services for *Procurement Agent and Procurement Oversight & Advisory Services* in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. We agree that the contract price for the Procurement Agent Agreement will be (1) the fees and percentage-fees offered in our Financial Proposal as set out in form FIN-2 and (2) the percentage fee payment for the 609(g) Grant Funded Procurements at a fixed rate of 0.5% of contract value.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Procurement Agent Agreement negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in the Instructions.

We understand that the award will be made on the basis of our evaluated price⁴ [Insert total amount of "Financial Proposal: Evaluated Price" stated in form FIN-2].

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Procurement Agent Agreement execution, if we are awarded the Procurement Agent Agreement, are listed below⁵:

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 Consultant: _____

Address: _____

⁴ Amounts must coincide with the ones indicated under Total Cost of Financial Proposal: Evaluated Price in form FIN-2.

⁵ 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 Procurement Agent Agreement execution."

FORM FIN-2. PRICE

Item	Price US\$
1. Price of Financial Proposal for Procurement Agent Services ⁶	
2. Price of Financial Proposal for Procurement Oversight & Advisory Services ⁷	
3. Overall Price of Financial Proposal (1+2)	

⁶ From form FIN-2.1

⁷ From form FIN-2.2

FORM FIN-2.1 PRICE OF PROCUREMENT AGENT SERVICES

Item	Price ⁸ US\$
Total Price of Financial Proposal: Base Period US \$20,000,000 x _____% = _____	= \$ _____
Total Price of Financial Proposal: Option Period 1 US \$70,000,000 x _____% = _____	\$ _____
Total Price of Financial Proposal: Option Period 2 US \$60,000,000 x _____% = _____	\$ _____
Total Price of Financial Proposal: Option Period 3 US \$50,000,000 x _____% = _____	\$ _____
Total Price of Financial Proposal: Option Period 4 US \$40,000,000 x _____% = _____	\$ _____
Total Price of Financial Proposal: Option Period 5 Proposed monthly fee _____ x 12 = _____	\$ _____
Total Financial Proposal Price for Base Period and five (5) Option Periods: (Procurement Agent Services)	\$ _____

⁸ Indicate the total price, inclusive of all taxes as applicable per the enclosed draft contract, if any are applicable to the Consultant.

FORM FIN-2.2 PRICE OF PROCUREMENT OVERSIGHT & ADVISORY SERVICES

Item	Price ⁹ US\$
Proposed Fixed Price Amount: Base Period 1	\$ _____
Proposed Fixed Price Amount: Option Period 1	\$ _____
Proposed Fixed Price Amount: Option Period 2	\$ _____
Proposed Fixed Price Amount: Option Period 3	\$ _____
Proposed Fixed Price Amount: Option Period 4	\$ _____
Proposed Fixed Price Amount: Option Period 5	N/A
Total Financial Proposal Price for 6 years: (Procurement Oversight & Advisory Services)	\$ _____

⁹ Indicate the total price, inclusive of all taxes as applicable per the enclosed draft contract, if any are applicable to the Consultant.

FORM FIN-3. BREAKDOWN OF REMUNERATION

Information to be provided in this form shall be used to establish payments to the Procurement Services Consultant for possible Procurement Oversight & Advisory Services that may be requested by MCA-Tanzania of the Procurement Services Consultant in Option Periods 2, 3, 4, and 5. Form FIN-3 shall be filled in for the same professional and support staff listed in Forms TECH-8 and TECH-9. The staff-month rates listed must be fully loaded and include all costs necessary to perform the services (e.g., travel, lodging, ground expenses, indirect costs, profit).

Name	Position ¹⁰	Staff-month Rate in USD ¹¹
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

¹⁰ Positions of the professional staff shall coincide with the ones indicated in Forms TECH-8/9.

¹¹ Indicate separately staff-month rate for home and field work.

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PROCUREMENT SERVICES

GENERAL

The Procurement Services Consultant shall act on behalf of MCA-Tanzania (The Principal) and shall provide services by acting in the roles of: a) **Procurement Agent**; and b) **Procurement Advisor**.

The Procurement Services Consultant shall serve as **Procurement Agent** for a specific portion of the MCC Program to be implemented in Tanzania. In the capacity of Procurement Agent, the Procurement Services Consultant shall manage the procurement of a broad range of goods, works and services that are requested by MCA-Tanzania to implement the activities funded with MCC Compact Funding (the “*Program*” or “*Compact Procurements*”), including activities funded with Compact Implementation Funds (CIF), if applicable. The Consultant shall diligently discharge and perform all services necessary to achieve the optimum value for the monies expended by MCA-Tanzania, while ensuring that all procurement transactions are conducted in compliance with the principles, rules and procedures set out in the MCC Compact and any Supplemental Agreements (as defined in the Compact).

In the capacity of **Procurement Advisor**, the Consultant shall develop a comprehensive system of procedures that will standardize the procurement process to be carried out by the Procurement Services Consultant acting as Procurement Agent, and by the other entities approved by MCC and the Government of Tanzania to serve as Procurement Agents for other aspects of the potential Program to be funded by the MCC in Tanzania. The goal is to provide MCA-Tanzania with a unified system that will facilitate management and oversight of the work produced by each Procurement Agent, located in their respective Implementing Entities. Elements of the system must include, at a minimum, resources to service both MCA-Tanzania and the Procurement Agents, development of a common procurement operations manual and contract administration procedures, development of standard solicitation documents, augmenting the procurement capacity of the Procurement Agents as needed to accommodate additional workload, and providing training in MCC-specific procedures and requirements. It is anticipated that each Procurement Agent and MCA-Tanzania will require specialized procurement oversight and advisory services that will be provided by the Procurement Services Consultant.

The Procurement Services Consultant will report to the MCA-Tanzania Director of Procurement and to the head of MCA-Tanzania. The submission of requests for approval and the submission of deliverables requiring joint MCA-Tanzania and MCC approval will be coordinated with and through the Director of Procurement and MCA Tanzania. The Procurement Services Consultant will work as appropriate with other MCA-Tanzania staff, other approved Procurement Agents, Implementing Entities, Government of Tanzania and

United States Government representatives, and other actors as necessary to achieve the goals of the Program.

The degree to which the Procurement Services Consultant is prepared to provide services as Procurement Agent and as Procurement Advisor will be assessed through the evaluation of technical proposals submitted in response to this solicitation. All documents/deliverables produced under this scope of work must be in English.

The Government of Tanzania, represented by MCA-Tanzania will award this contract for Procurement Services. The term of the contract is one (1) base period with five (5) option periods. The contract base period is fully funded at contract award. The extension of the contract for the option periods is contingent upon a signed Compact between MCC and the Government of Tanzania.

1. PROCUREMENT SERVICES - PROCUREMENT AGENT

1.1. Scope of Services as Procurement Agent for the Base Period and each Option Period

The following services are required of the Procurement Services Consultant in its capacity as Procurement Agent:

A. Responsibilities

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) Manage and administer effectively the purchase of a wide variety of goods, works and services as requested by MCA-Tanzania to implement MCC-funded procurements.
- (b) Analyze market conditions in order to optimize the success of the procurement activity.
- (c) Plan, schedule, and prioritize the procurement functions, including plans for the efficient and effective procurement of goods, works, and services for day-to-day operations of MCA-Tanzania and/or of the Procurement Services Consultant.
- (d) Execute the procurement functions necessary to acquire efficiently the goods, works and services requested.
- (e) Ensure that the documents describing the objects of the procurements, including the scopes of work, statements of requirements, specifications, terms of reference, bills of quantities, engineering designs and drawings, are adequately prepared and finalized in a reasonable and balanced manner without being overly restrictive.

- (f) Conduct procurements in a manner that provides open competition to the maximum extent practical in order to assure advantageous prices for MCA-Tanzania and equal and fair access for eligible suppliers and contractors.
- (g) Follow up on orders placed to expedite performance of suppliers and contractors. Take all appropriate actions to ensure successful performance and if necessary, take actions to re-procure the goods, services, or works.
- (h) Arrange for proper inspection, testing or review to ensure suppliers and contractors act in conformity with the terms and conditions of contracts and orders, and that the deliverables conform to the specifications and descriptions of the goods, works and services before acceptance of the goods, works and services procured.
- (i) Assure that all procurement activity is performed in a fully professional, transparent and ethical manner and that all suppliers and contractors are treated on a fair and equal basis.
- (j) Ensure that all procurement-related approvals required under the CIF and the Compact and any Supplemental Agreement, as applicable, are obtained from MCA-Tanzania and MCC.
- (k) Guard against conflicts of interest, real or in appearance, in the operation of the procurement activity.
- (l) Maintain controls throughout the procurement activity to ensure good faith, fair dealing and appropriate confidentiality by representatives of the Procurement Services Consultant and others who are officially involved in the procurement activity.
- (m) Protect the procurement activity from fraud, waste and abuse.
- (n) Assist MCA-Tanzania to respond promptly and fairly to Bid Challenges about the procurement activity.
- (o) Assume other operational, functional, and contractual obligations and responsibilities as is customary in performing the duties of a Procurement Agent.

B. Procurement Rules, Procedures, Requirements and Best Practices

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) For procurements funded under the Compact, comply with the procurement principles, rules and processes set forth in MCC Program Procurement Guidelines (which include the rules and procedures designated to govern the procurement of goods, works, and services in implementation of the Compact) and with the Program Implementation Agreement.

- (b) For procurements funded under the Compact, use the methods of procurement set out in approved Procurement Plans unless exceptions have been granted, in writing, by MCC.
- (c) When a Fiscal Accountability Plan (“FAP”) for MCA-Tanzania is in effect, including any interim FAP, execute the duties and responsibilities of the Procurement Agent as set forth therein. Once an FAP is in effect, the Procurement Services Consultant, before commencing any procurement, shall ensure that it has received a procurement requisition according to the procedures defined in the FAP. The Procurement Services Consultant also shall ensure that the invoicing and payment provisions set out in procurement contracts are consistent with the requirements and procedures set out in the FAP.
- (d) Ensure that the terms and conditions of contracts entered into as a result of the procurement process include all provisions required by the MCC Program Procurement Guidelines and other Compact documents.
- (e) For all cost reimbursement type contracts, comply with the MCC “Cost Principles for Cost-Reimbursement Contracts Under MCC-Financed Grants” (the “MCC Cost Principles”) as may be amended from time to time. The MCC Cost Principles may be found on the MCC website at, or by entering “Cost Principles Contracts” in the search box of www.mcc.gov.
- (f) Ensure strict compliance with the procedures and rules set out in solicitation documents, especially the criteria and methodology for evaluation of bids and proposals.
- (g) In the performance of its duties, be mindful of “best practices” generally recognized by public procurement professionals.
- (h) Adhere to the approved Procurement Operations Manual (to be developed by the Procurement Services Consultant as part of its Procurement Advisor scope of services, see part 2 of this TOR).
- (i) Utilize the approved Standard Solicitation Documents (to be developed by the Procurement Services Consultant as part of its Procurement Advisor scope of services, see part 2).
- (j) Cooperate with the Fiscal Agent in the development and implementation of the Fiscal Accountability Plan for MCA-Tanzania.

C. Procurement Operations Manual and Solicitation Documents

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) Use Standard Solicitation Documents, when in effect, in the procurement of goods, works and services for implementing procurements funded under the Compact and recommend any updates or improvements.

- (b) Follow, when in effect, the Procurement Operations Manual and recommend any updates or improvements.
- (c) Participate with other Procurement Agents in formal Programs with the approved Procurement Agents and MCA-Tanzania staff as needed to introduce and implement updates to the Standard Solicitation Documents and the Procurement Operations Manual.
- (d) Cooperate with the Fiscal Agent in updating the FAP for MCA-Tanzania.

D. Prepare Inputs to the MCA-Tanzania Procurement Plan

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) Prepare inputs for periodic Procurement Plans, in cooperation with MCA-Tanzania, detailing the procurements anticipated for the upcoming period based on information provided by, or on behalf of, MCA-Tanzania. Each plan shall provide an estimated budget for each procurement and the method of procurement planned for selecting the consultant, supplier, or contractor.
- (b) Submit proposed updates to the Procurement Plan at least every six (6) months to MCA-Tanzania for review at least thirty (30) days before the expiration of the existing procurement plan.
- (c) Support MCA-Tanzania in the submission of Procurement Plans to MCC for review and approval. No Procurement Plan shall be deemed final, valid and in effect unless duly adopted by MCA-Tanzania and approved by MCC.
- (d) Following MCA-Tanzania's adoption and MCC's approval of each Procurement Plan, prepare and advertise a General Procurement Notice in accordance with the MCC Program Procurement Guidelines.

E. Prepare Procurement Implementation Plans for the procurements to be managed directly by the Procurement Services Consultant acting as Procurement Agent

(a) For procurements identified in a Procurement Plan for which the Procurement Services Consultant is directly responsible, the Procurement Services Consultant shall prepare a specific schedule detailing the procedures and timelines for conducting the procurement (the "***Procurement Implementation Plan***"). In addition to the information set out in the Procurement Plan, the Procurement Implementation Plan shall identify the steps of the procurement proceeding and provide timelines for key milestones in the process. As appropriate for the procurement, each Procurement Implementation Plan shall:

- (i) Define: (a) the procurement procedures, (b) the strategy for advertising the procurement and for preparing the solicitation documents, (c) the plan for conducting pre-bid/proposal conferences and site visits, (d) the timelines for receipt of responses, (e) the plan for opening and evaluating bids, proposals, qualifications or quotes, (f) the timelines for announcing the award, executing the contract,

commencing performance and completing the contract; (g) the strategy for evaluation of procurement, including evaluation criteria and panel selection plans, and (h) identify any auxiliary procurements and/or sequencing issues associated with individual procurement actions; and

(ii) Identify where approvals are required from MCA-Tanzania and MCC based on the MCC Program Procurement Guidelines and the Compact, other relevant Supplemental Agreements, and the applicable Governing Documents, as applicable, and take into account the appropriate time period needed for these approval actions.

F. Process Procurements

The Procurement Services Consultant shall conduct the procurements for which it is responsible as set out in Procurement Plans, approved by MCC, and duly adopted by MCA-Tanzania. Such implementation shall include but not be limited to following services:

(a) As requested by MCA-Tanzania, assist MCA-Tanzania in the preparation of the documents describing the object of procurements, which may include preparing, or contracting for the preparation of, technical specifications, design drawings and/or terms of reference or other documents as may be required following receipt from MCA-Tanzania of the list of goods, technical specifications, and other pertinent information.

(b) Prepare or supervise the preparation of the required advertisements in the appropriate national and international newspapers, publications, and web-sites in accordance with the MCC Program Procurement Guidelines. The Procurement Services Consultant shall take any other reasonable and appropriate actions to advertise procurements to encourage wide participation and competition.

(c) Prepare the required solicitation documents, including Bidding Documents and Request for Proposal (RFPs), ensuring that the appropriate deadlines for the timely preparation of bids or proposals, appropriate qualification requirements and effective evaluation criteria and methodology are specified in such solicitation documents.

(d) Verify that the technical specifications, design drawings and/or terms of reference and other documents describing the objects of procurements provided to the Procurement Services Consultant by MCA-Tanzania accurately reflect the requirements of MCA-Tanzania and are impartial and transparent. If not, the Procurement Services Consultant shall take necessary measures to revise them.

(e) Verify that (a) the goods, works and services requested by MCA-Tanzania are for eligible uses for MCC Funding under the Compact and Supplemental Agreements, within the scope and context of the Program and consistent with the Procurement Plan, and (b) the contractor or supplier of the goods, works or services is eligible to receive MCC Funding in accordance with the MCC Program Procurement Guidelines or the Compact, relevant Supplemental Agreements and related documents.

- (f) Arrange any necessary site visits, bidders' conferences and pre-proposal conferences as appropriate for the relevant procurement.
- (g) Answer promptly any written queries or requests for clarifications received from respondents during the bid and proposal preparation period. If the reply or clarification results in a substantial change to the solicitation documents, this change shall be formalized by creating and distributing an addendum to the solicitation documents to properly inform all potential respondents.
- (h) Receive all bids and proposals at the place, day and time specified in the solicitation documents, in accordance with the standard practices detailed in the Procurement Operations Manual developed by the Procurement Services Consultant acting as Procurement Advisor as described in part 2 below.
- (i) In connection with the establishment of an evaluation panel, review and advise upon the proposed evaluation panel. The selection of the evaluation panel members shall be in accordance with the MCC Program Procurement Guidelines. Ensure that a qualified panel is appointed, instruct the panel in its duties and responsibilities, ensure that the evaluation process is conducted in accordance with the pre-announced criteria and evaluation methodology, make decisions regarding the acceptance or rejection of defective bids or proposals, and assist in the preparation of the evaluation report.
- (j) Upon receipt of the contract award recommendation from the evaluation panel, (a) ensure that the pre-announced award criteria have been applied, (b) confirm that the supplier or contractor recommended for award is qualified to perform the contract and is eligible to receive MCC Funding in accordance with the MCC Program Procurement Guidelines or the Compact, relevant Supplemental Agreements and related documents, as applicable, (c) determine if MCC approval is required, and (d) confirm the contract award is in accordance with the MCC Program Procurement Guidelines and the Procurement Plan, as applicable. If the contract award requires MCC approval and otherwise satisfactorily met other conditions, notify MCA-Tanzania to seek MCC approval. If the proposed award requires no MCC approval and otherwise satisfactorily met other conditions, assist MCA-Tanzania in finalizing the contract with the winning contractor or supplier.
- (k) Prepare and assist MCA-Tanzania with the preparation and signing of the final contract with the winning supplier or contractor within the specified time frame and with the required securities or guarantees submitted by such supplier or contractor, as specified in the Solicitation Documents.
- (l) Upon execution of the contract with the winning supplier or contractor, inform other suppliers or contractors of the award decision, conduct debriefings as requested and appropriate, and arrange for return or release of their respective securities or guarantees and unopened financial proposals, as appropriate.
- (m) Post announcement of contract awards as required by the MCC Program Procurement Guidelines.

G. Approvals

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) In coordination with the MCA-Tanzania Procurement Director, ensure that all procurement-related no objections and/or approvals required under the MCC Program Procurement Guidelines and under the Compact and the relevant Supplemental Agreements, as applicable, are obtained from the appropriate party.
- (b) Obtain such other approvals of solicitation documents and decisions from MCA-Tanzania, and through MCA-Tanzania the MCC, as may be specifically required as a condition of approval of a Procurement Plan or other event from time to time.

H. Value for Money

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) Pursue economies in the procurement process that may be obtained through aggressive marketing of the procurement opportunity, improved specifications, and other sound purchasing practices to achieve value for money.
- (b) Ensure that no more than a commercially reasonable price shall be paid to procure the goods, works and services needed to implement the Compact.

I. Bid Challenges

The Procurement Services Consultant acting as Procurement Agent shall:

- (a) Manage and support resolution of bid challenges of the procurement process filed by potential suppliers and contractors. Notwithstanding the Procurement Services Consultant's duties, MCA-Tanzania shall retain ultimate responsibility for bid challenges, and the Procurement Services Consultant with MCA-Tanzania shall coordinate the response for the resolution of bid challenges.
- (b) Ensure that the Bid Challenge System instituted shall be as specified in the MCC Program Procurement Guidelines or as the Parties may otherwise agree in writing with prior written consent of MCC; *provided however*, that any alternative procedures have been pre-announced in the solicitation documents. The Procurement Services Consultant shall provide any information and otherwise cooperate as requested by MCA-Tanzania in connection with any bid challenge.

J. Contract Administration

The Procurement Services Consultant acting as Procurement Agent shall, in coordination with MCA-Tanzania:

- (a) Establish a contract administration system to ensure and keep track of supplier and contractor compliance with terms and conditions of contracts, addressing delays in

delivery or performance, troubleshooting problems, and certifying performance of services, completion of works and delivery of goods.

(b) Ensure that there is a proper system in place for testing and inspection before acceptance of goods.

(c) Ensure that there is a proper system in place to address quality control, project management and supervision during the performance of works contracts.

(d) Ensure that there is a proper system for oversight and review to address the quality of the performance of services and acceptance of deliverables.

(e) Execute the duties of the Procurement Agent as set out in the Fiscal Accountability Plan (FAP) for processing requests to the Fiscal Agent for payment of funds due the suppliers and contractors pursuant to procurement contracts.

(f) Manage and administer the processes for rejection of goods, works or services, curing of defects, enforcing warranties and addressing delays in delivery and performance.

(g) Ensure the integrity of every step of the process, with properly filed back-up documentation to comply with the standard procurement procedures, and in compliance with procurement audit standards.

(h) Manage and administer any change orders that modify the original contract.

(i) Maintain close communication and coordination with MCA-Tanzania to ensure a timely and effective exchange of information, goods requirements and technical specifications, design drawings, terms of reference, prior no-objections, and supervision of contracts to assure efficient, transparent and timely procurement processes.

(j) Manage and support resolution of contract disputes.

(k) Manage and administer termination of contracts.

K. Access, Audits, Reviews and Reports

(a) Reports and Information; Right of Use.

(i) The Procurement Services Consultant shall provide all reports and information as required under the Program Implementation Agreement, the Compact, and any Supplemental Agreement, as applicable, and each in accordance with the language requirements set forth below. In addition to the reports and information specified in any other document, the Procurement Services Consultant shall submit to MCA-Tanzania:

(1) Within fifteen (15) days after the end of each month, monthly reports on the Procurement Services Consultant's performance of its services,

- (2) Within such period of time and in such manner specified in the request, other reports or documents related to its services as may be reasonably requested from time to time by MCA-Tanzania, and
 - (3) Within sixty (60) days after the expiration or termination of its contract for Procurement Services, a final report which report shall be in form and substance satisfactory to MCA-Tanzania.
- (ii) MCA-Tanzania and MCC shall have the right to use any information contained in any report or document delivered to or otherwise made available by the Procurement Services Consultant to MCC or MCA-Tanzania.
- (b) Books and Records; Access; Audits; Audit Plan.
 - (i) The Procurement Services Consultant shall maintain accurate and complete records of procurement activity that contain appropriate evidence of the rules and procedures applied and decisions made in conducting procurements.
 - (ii) The Procurement Services Consultant shall comply with the requirements set forth in the Program Implementation Agreement, the Compact and any Supplemental Agreement, as applicable, regarding books and records, access, audits, and Audit Plan.
- (c) Incorporation. In accordance with the MCC Program Procurement Guidelines and the Compact and any Supplemental Agreement, as applicable, the Procurement Services Consultant shall ensure the inclusion of certain requirements in the Procurement Services Consultant's contracts and agreements with subcontractors and other service providers.
- (d) Certifications. With respect to any certifications that may be required to be given by the Procurement Agent under the Compact and any Supplemental Agreement, as applicable, the Procurement Services Consultant shall provide such certifications following due diligence and due care in its review of the information or matter being certified (including the truth, accuracy and completeness of such information).

1.2. Deliverables as Procurement Agent

- (1) For procurements managed by the Procurement Services Consultant as Procurement Agent, the Consultant shall submit initial MCA-Tanzania Procurement Plan.
- (2) Prepare quarterly updates to the MCA-Tanzania Procurement Plan for submittal to MCA-Tanzania no later than ten (10) days before the end of the quarter.
- (3) Procurement Implementation Plans for the procurements identified in any approved and adopted Procurement Plan shall be submitted within ten (10) calendar days of MCC approval of the Procurement Plan.

(4) Within fifteen (15) calendar days after the end of each month, a Monthly Progress Report shall be submitted to MCA-Tanzania detailing the principal activities executed by the Procurement Services Consultant during the previous month.

(5) Within thirty (30) days from conclusion of the base period and each option period, the Consultant shall submit a report detailing all principle procurement agent activities executed, completed, and not completed by the Procurement Services Consultant as well as any difficulties encountered, risks, mitigation measures and/or lessons learned.

The Procurement Services Consultant acting as Procurement Agent shall ensure that all required deliverables are prepared in English and submitted in hard copy and electronic form. Three (3) hard copies should be provided. The Procurement Services Consultant may also be asked to provide such other reports and information related to its services as may be requested from time to time by MCA-Tanzania or MCC.

1.3. Procurement Agent Services Key Personnel

The staffing requirements to carry out the responsibilities, duties and task of the Procurement Agent will be determined by the Consultant. The Consultant shall provide an organization chart of the team structure together with a description of the Composition of Team and Task Assignment. The eventual total size of the team will depend on the number and the size of procurements and other activities. However, the Consultants will be required to make an estimate based on the total value of the Program and its various projects. Full staffing may not be required at the beginning of the project and will take place as and when the volume of work requires it. At a minimum, initial staffing shall consist of the Procurement Agent Manager and one other senior procurement professional. These two individuals shall be designated “Key Personnel” for the Procurement Agent portion of the Procurement Agent Agreement, and their primary tasking will be the provision of procurement agent services. (The Procurement Services Consultant shall supply other professional and administrative staff needed to provide the services who will not be named as Key Personnel but will be evaluated as support staff).

Procurement Agent Manager

The Procurement Agent Manager should possess the following qualifications, skills and professional experience:

- (i) Education or training in procurement, logistics, business, law, economics, finance, public administration, or related field.
- (ii) Professional procurement and logistics qualifications or specialized training.
- (iii) Significant experience working as a procurement professional (approximately ten (10) years or more).
- (iv) Extensive knowledge of international best practices in procurement procedures, project administration, contract procedures and project follow-up.
- (v) Proven leadership qualities and experience in conducting procurements.

- (vi) Excellent communication skills and experience in working with high level government officials and business executives.
- (vii) Fluency in written and spoken English is required.
- (viii) Working experience in similar developing countries is desirable.
- (ix) Computer literate.

Senior Procurement Specialist

The Senior Procurement Specialist proposed to serve as Key Personnel will have education or training in relevant subjects and will have experience working as a procurement professional (approximately eight (8) years or more). He/She shall be computer literate and must be able to communicate effectively in English both verbally and in writing.

The Consultant must provide an organizational chart of the team structure for Procurement Agent services with a description of the team composition, task assignments, and how the Procurement Agent Key Personnel will work together with the Procurement Advisor Key Personnel.

2. PROCUREMENT OVERSIGHT & ADVISORY SERVICES

2.1. Procurement Advisor Scope of Services for the Base Period

The Procurement Services Consultant acting as Procurement Advisor shall execute the following tasks during the Base Period.

A. Development of Procurement Systems and Procedures

This task addresses the need for establishing the MCA-Tanzania procurement function, including the systems and procedures required to make it fully operational. Specific requirements are:

- (a) Develop an Operations Manual to be used by MCA-Tanzania and the Procurement Agents to properly execute all procurements required under the Compact. The manual will address, at a minimum, procedures for developing procurement plans, procedures for obtaining MCC approvals throughout the procurement process; coordination of procurement requirements between the Procurement Agents, their ministries and MCA-Tanzania (particularly the Procurement Director); strategies for executing individual procurements for goods, works, consulting and non-consulting services, and small purchases; organizing technical evaluation panels and conducting reviews and evaluations of bids and proposals; procedures for administering contracts, and procedures for meeting all reporting requirements and other terms and conditions specified in the Procurement Agent Agreement, the MCC Program Procurement Guidelines, and implementing guidance papers.

(b) Develop Standard Solicitation Documents to be used by the Procurement Agents in soliciting bids and proposals for goods, works, consulting services and non-consulting services. Additionally, the Procurement Services Consultant acting as Procurement Advisor must develop procedures and templates for executing different categories of procurements such as purchases of the recurring needs of the accountable entity.

(c) Develop Guidelines for Contract Administration to be used by all Procurement Agents in coordination with MCA-Tanzania and the MCC.

B. Capacity Enhancement Training

This task addresses the need to communicate, educate and “roll out” MCC-specific guidance to approved Procurement Agents in a comprehensive, structured and practical manner to enable compliance with relevant guidance and successful implementation.

(a) Develop a capacity enhancement program for all Procurement Agents that will introduce MCC’s procurement philosophy, guidelines, specific requirements, procedures and templates, and provide specific instruction in their use. The training Program must integrate MCC Program Procurement Guidelines, the Operations Manual and standard Solicitation Documents, as well as all related systems and procedures, into the daily operations of the Procurement Agents. The capacity enhancement program must also address the roles, duties and responsibilities of the Procurement Agents, their respective clients, MCA-Tanzania and MCC in the procurement process. The capacity enhancement program should be developed in consultation with MCA-Tanzania’s Procurement Director, MCA-Tanzania and the MCC. The program and a detailed schedule for roll-out shall be discussed and agreed to with MCA-Tanzania and the MCC prior to implementation with the Procurement Agents.

(b) Implement the capacity enhancement program as designed and approved with each Procurement Agent according to the agreed upon plan and schedule.

(c) Develop and conduct ongoing programs and/or follow up programs as needed to ensure: compliance with relevant guidance and the Operations Manual; proper use of standard Solicitation Documents; and professional contract administration.

C. Implementation of Procurement Systems and Procedures

This task addresses methodology for implementing the systems and procedures described in part 1 within all approved Procurement Agents. It is anticipated that implementation start-up will be required shortly after the Compact between MCC and the Government of Tanzania has been signed. The Procurement Services Consultant acting as Procurement Advisor shall design and implement a plan of action/workplan that will enable and ensure that the Procurement Agents have the information, tools and staff capabilities to execute the tasks specified in the Procurement Agent Terms of Reference including but not limited to the following:

- (a) Manage and administer effectively the purchase of a wide range of goods, works and services for their client ministries and MCA-Tanzania.
- (b) Analyze market conditions in order to optimize the success of the procurement activities.
- (c) Pursue economies in the procurement process that may be obtained through aggressive marketing of the procurement opportunity, improved specifications, and other sound purchasing practices.
- (d) Plan, schedule and prioritize the procurement functions.
- (e) Ensure that the documents describing the objects of the procurements, including the scopes of work, statements of requirements, specifications, terms of reference, bills of quantities, engineering designs and drawings are adequately prepared and finalized in a reasonable and balanced manner without being overly restrictive.
- (f) Conduct procurements in a manner to provide open competition to the maximum extent practical in order to assure advantageous prices for MCC and equal and fair access for eligible suppliers, contractors and consultants.
- (g) Draft all contract documentation, including but not limited to, advertisements, solicitations, compilation of technical and cost evaluation documentation, requests for “no objections” from MCC, and final contracts for signature.
- (h) Obtain all procurement-related approvals from MCA-Tanzania and MCC required under the Compact and any Supplemental Agreements.
- (i) Protect the procurement activity from fraud, waste and abuse.
- (j) Manage and support resolution of protests of the procurement process filed by potential suppliers and contractors.
- (k) Manage post-award contract administration issues.
- (l) Comply with all reporting requirements specified in the Procurement Agent Agreement.
- (m) Maintain accurate and complete records of procurement activity in a safe environment.

D. Monitoring and Oversight

The Procurement Advisor will monitor and oversee all aspects of the work conducted by the approved Procurement Agents on behalf of MCA-Tanzania. The purpose of the monitoring and oversight services is to ensure compliance and actively protect the integrity of the systems, procedures and overall procurement management process and

ensure efficient and effective performance of the Procurement Agents. Specific duties and responsibilities include, but are not limited to, the following:

- (a) Advise the Procurement Agents and MCA-Tanzania on procedures related to requests for approvals from MCC at multiple points in the procurement process as required by the MCC Program Procurement Guidelines.
- (b) Monitor the implementation of procedures developed for the systems and provide guidance on improvements and corrective measures to be taken.
- (c) Monitor the preparation of procurement plan inputs and updates by the Procurement Agents, ensuring that all project procurement plans are of similar form and content thereby permitting MCA-Tanzania to maintain one global procurement plan for all projects and activities funded under the Compact.
- (d) Monitor the application by all Procurement Agents of procurement methods identified and approved by MCC in the procurement plan.
- (e) Monitor maintenance of the Procurement Performance Report.
- (f) Monitor compliance by all Procurement Agents with duties and responsibilities as provided for in the Procurement Agent Agreements.
- (g) Monitor compliance by all Procurement Agents with MCC Program Procurement Guidelines as provided for in the Procurement Agreement.
- (h) Evaluate the communications practices around the procurement actions executed by all Procurement Agents. This includes the designation and handling of confidential information, as well as the promptness and accuracy of responses to requests for information or protests.
- (i) Monitor the use by all Procurement Agents of standard Solicitation Documents in the acquisition of goods, works and services.
- (j) Monitor the pursuit of value for money by all Procurement Agents in the procurement process, including the documented efforts to obtain commercially reasonable pricing and economies through sound purchasing practices.
- (k) Report procurement irregularities and/or violations of the MCC Program Procurement Guidelines and the Procurement Agent Agreement to MCA-Tanzania.
- (l) Maintain accurate and complete records of all work done in support of the Procurement Agents and MCA-Tanzania in a safe environment that include evidence of compliance with all terms and conditions specified in the scope of work/Consultant requirements. This evidence shall be maintained by MCA-Tanzania during the term of the Compact and for a period of five (5) years after the expiration or termination of the Compact.

2.2. Deliverables as Procurement Advisor in the Base Period

- (1) Inception Report - Within four (4) weeks from signing of the contract the Procurement Advisor shall submit an Inception Report describing the planning that has been established for the assignment, the staffing and remarks as deemed appropriate. The report will update the methodology and program of work that was included in the Procurement Services Consultant's proposal, and will provide an explanation of changes, identify any difficulties encountered, and recommend specific measures and plans to overcome difficulties.
- (2) The Operations Manual shall be submitted to MCA-Tanzania for approval by MCA-Tanzania and the MCC within ninety (90) days after the contract is fully executed.
- (3) Capacity Enhancement Program Design - The design for the capacity enhancement Program shall be submitted to MCA-Tanzania for approval by MCA-Tanzania and MCC within ninety (90) days after the contract is fully executed. In the case that an iterative or pilot approach is adopted, additional deliverables and deadlines related to modifying and upgrading the capacity enhancement program shall be established jointly by MCA-Tanzania and the Procurement Services Consultant.
- (4) Standard Solicitation documents shall be submitted to MCA-Tanzania for approval by MCA-Tanzania and the MCC within one hundred twenty (120) days after the contract is fully executed.
- (5) The Contract Administration System to be used by the Procurement Services Consultant shall be submitted to MCA-Tanzania for approval within 120 days after the contract for services is fully executed.
- (6) The Contract Administration Guidelines for use by approved Procurement Agents shall be submitted to MCA-Tanzania for approval within 120 days after the contract for services is fully executed
- (7) The Implementation Work Plan covering all aspects of the Procurement Services Consultant's responsibilities as Procurement Advisor shall be submitted within 120 days after the contract is fully executed.
- (8) A quarterly cumulative record of MCA-Tanzania's procurement process will be submitted to MCA-Tanzania for its approval. The report, which is required for submission to MCC quarterly, must be submitted to MCA-Tanzania, no later than five (5) calendar days prior to the day required for MCA-Tanzania's submission of the report to MCC.
- (9) Plan for Monitoring and Oversight during Compact implementation (covering 5 years) shall be submitted one hundred and eighty (180) days after the contract is fully executed.
- (10) Monthly Progress Reports shall be submitted within one (1) week from the end of each calendar month. These reports will discuss the Consultant's ongoing and planned activities

and will comment on the need for any adjustments to the schedule for Deliverables, challenges encountered, proposed resolution of key issues, and lessons learned.

(11) An Annual Report shall be submitted within four (4) weeks from the end of the base period and each option period. The report shall summarize all issues related to the activities undertaken in the foregoing year. The Annual Report must also include any recommended updates to the Operations Manual, Standard Solicitation Documents, contract administration guidelines or overall procurement management systems. In the case that there are no recommended updates, the Procurement Services Consultant shall so specify in the Annual Report. In the event that Option Years under the contract are not exercised, the Annual Report will be replaced by a Final Report which will include all aforementioned content plus a closeout summary within two months of the completion of all activities. The Annual Report (or Final Report) will serve in lieu of the monthly progress report for the month in which it is due.

All Deliverables specified above, including Reports, shall be provided in English. The Procurement Advisor shall submit electronic copies and provide three (3) hard copies of each deliverable/report in English.

2.3. Scope of Services as Procurement Advisor for the Option Periods

During the Option Periods of the Contract, the Procurement Services Consultant acting as Procurement Advisor shall execute the following tasks:

- (a) Advise the Procurement Agents and MCA-Tanzania on issuance of requests for approvals from MCC at multiple points in the procurement process as required by the MCC Program Procurement Guidelines.
- (b) Monitor the implementation of procedures developed for the systems and provide guidance on improvements and corrective measures to be taken.
- (c) Monitor the preparation of procurement plan inputs and updates by the Procurement Agents, ensuring that all individual procurement plans are of similar form and content thereby permitting MCA-Tanzania to maintain one global procurement plan for all projects and activities funded under the Compact.
- (d) Monitor the application of procurement methods identified and approved by MCC in the procurement plan by all Procurement Agents.
- (e) Monitor maintenance of the Procurement Performance Report.
- (f) Monitor compliance by all Procurement Agents with duties and responsibilities as provided for in the Procurement Agent Agreements.
- (g) Monitor compliance by all Procurement Agents with MCC Program Procurement Guidelines as provided for in the Procurement Agreement.

- (h) Evaluate the communications practices around the procurement actions executed by all Procurement Agents. This includes the designation and handling of confidential information, as well as the promptness and accuracy of responses to requests for information or protests, when adequate.
- (i) Monitor the use by all Procurement Agents of standard solicitation documents in the acquisition of goods, works and services.
- (j) Monitor the pursuit of value for money by all Procurement Agents in the procurement process, including the documented efforts to obtain commercially reasonable pricing and economies through sound purchasing practices.
- (k) Monitor record keeping and documentation within each Procurement Agent to ensure that standards consistent with US audit requirements for the MCC Program are maintained
- (l) Monitor all aspects of evaluation proceedings by conducting reviews of select evaluation proceedings and evaluation documentation with a specific focus on any procurement proceedings that are viewed as vulnerable or potentially vulnerable to abuse of discretion
- (m) Report procurement irregularities and/or violations of the MCC Program Procurement Guidelines and the Procurement Agent Agreement to MCA-Tanzania.
- (n) Maintain accurate and complete records of all work done in support of the Procurement Agents and MCA-Tanzania in a safe environment that include evidence of compliance with all terms and conditions specified in the scope of work/Consultant requirements. This evidence shall be maintained during the term of the Compact by the Procurement Services Consultant and for a period of five (5) years after the expiration or termination of the Compact by the Government of Tanzania.
- (o) Additional Services as may be needed to ensure the professionalism and transparency of the procurement function across all aspects of the MCC Program

2.4. Deliverables as Procurement Advisor for the Option Periods

- (1) A quarterly cumulative record of MCA-Tanzania's procurement process will be submitted to MCA-Tanzania for its approval. The report, which is required for submission to MCC quarterly, must be submitted to MCA-Tanzania, no later than five (5) calendar days prior to the day required for MCA-Tanzania's submission of the report to MCC.
- (2) Monthly Progress Reports shall be submitted within one (1) week from the end of each calendar month. These reports will discuss the Consultant's ongoing and planned activities and will comment on the need for any adjustments to the schedule for deliverables, challenges encountered, proposed resolution of key issues, and lessons learned.

(3) Annual Reports shall be submitted within four (4) weeks from the end of each option period. These reports shall summarize all issues related to the activities undertaken in the foregoing year, results achieved and any lessons learned of relevance to MCA-Tanzania or other MCC countries. Each Annual Report must also include any recommended updates to the Operations Manual, Standard Solicitation Documents, contract administration guidelines or overall procurement management systems. In the case that there are no recommended updates, the Procurement Services Consultant shall so specify in the Annual Report.

(4) An Annual Work Plan for the subsequent year shall be submitted and agreed with MCA-Tanzania at least three (3) months prior to the deadline date for exercising the option to facilitate the budgeting and planning process for procurement oversight and advisory services to be provided in the subsequent year, should they be requested by MCA-Tanzania. The Work Plan shall include at a minimum the systems, capacity enhancement and monitoring and oversight activities to be carried out, beneficiaries and specific results expected from the activities, a schedule of activities (Gantt Chart format preferred), and an estimate of the number of staff months input to carry out the planned activities. The Work Plan may be modified to reflect significant changes on a quarterly basis or as agreed with MCA-Tanzania. This deliverable is required prior to the conclusion of option periods one, two and three.

(5) A Final Report summarizing all issues related to the activities undertaken during the period of performance, results achieved, lessons learned of relevance to MCA-Tanzania or other MCC countries, and a closeout summary shall be submitted within two (2) months of completion of the end of the final option period. Recommended updates or improvements to the Operations Manual, Standard Solicitation Documents and/or Contract Administration System should be included in the Final Report. The Final Report will serve in lieu of the monthly progress report for the last month and the Annual Report for the last year in which it is due.

All Deliverables specified above, including Reports, shall be provided in English. The Procurement Services Consultant shall submit electronic copies and provide three (3) hard copies of each deliverable/report in English.

2.5. Procurement Advisor Key Personnel

The overall staffing requirements to carry out the required responsibilities, duties and tasks will be determined by the Consultant. During the base year period, the Consultant must mobilize a core team of two (2) experienced Procurement Advisors/managers to work with the Procurement Agents and with the MCA-Tanzania CEO and Procurement Director. One of the individuals must be identified as the lead for procurement oversight and advisory services.

The Procurement Advisor experts should possess the following qualifications, skills and professional experience:

- (i) Education or training in procurement, logistics, business, law, economics, finance, public administration, or related field.
- (ii) Professional procurement qualifications or specialized training.
- (iii) Significant experience (approximately ten (10) years or more) working as a procurement professional
- (iv) Extensive knowledge of international best practices in procurement procedures, project administration, contract procedures and project follow-up.
- (v) Significant experience as a trainer and/or technical advisor
- (vi) Significant experience designing and implementing procurement management business processes and making them work to achieve specific goals
- (vii) Excellent communication skills
- (viii) Fluency in written and spoken English
- (ix) Computer literate.

During the option periods two, three and four, the Consultant shall provide staff to support the Work Plan as agreed with MCA-Tanzania. In addition to Key Personnel, the Consultant must be prepared to provide additional advisors/managers during peak periods of MCA-Tanzania procurement activity. Each advisor must possess expert level skill in his/her field and must be fluent in English. The Consultant must provide an organizational chart of the team structure together for Procurement Advisor services with a description of the team composition, task assignments, and how the Procurement Advisor Key Personnel will work together with the Procurement Agent Key Personnel.

3. LOCATION

During the term of the base period and any option years, the Procurement Consultant shall operate from offices in Dar es Salaam, Tanzania. The teams providing each service (e.g., Procurement Agent Services and Procurement Advisor Services) are expected to be co-located in the same office as MCA-Tanzania in the space that will be provided and to coordinate their activities at all times. Occasional travel will be required within Tanzania.

4. LANGUAGE

MCC requires that all reports, documents, and manuals required under the MCC Program Procurement Guidelines and the Compact and any Supplemental Agreements, or related documents, as applicable, must be available in English.

5. FINANCIAL CAPACITY

The Procurement Services Consultant's financial capability to mobilize and sustain all services outlined in this Terms of Reference is imperative.

6. COMPETENCE OF CONSULTANT

The Consultant must provide a high level of ability to manage and carry out the Procurement Services. The Consultant must have general management ability to mobilize and sustain highly professional procurement agent and oversight and advisory services, and the operating structures to administer and provide the necessary back-up services and quality controls to support the project in the headquarters and in the Tanzania. The ability to provide the required equipment and furnishings is also required.

The Consultant must provide the organizational capability to manage the Procurement Services and provide the necessary administrative and technical support to the operations in Tanzania. The Consultant must also oversee and monitor the quality of the operations in Tanzania and, where necessary, provide replacement staff at short notice.

7. EQUIPMENT, FACILITIES AND SUPPORT TO BE PROVIDED BY THE CONSULTANT

The Consultant shall ensure that all of its experts are adequately supported and equipped. It is envisaged that the minimum provision would include: networked PCs with appropriate software, printing facilities, a high volume photocopier machine with automatic paper sorter, professional office furniture and telecommunication equipment. MCA-Tanzania will provide office space within its facilities for the Procurement Services Consultant to house its Key Personnel and support staff.

The Consultant shall ensure that there is sufficient administrative and secretarial support.

In addition, the Consultant shall allow for all costs associated with the following expenses:

- (i) Costs of consumables including telecommunication, stationary, printing, office equipment consumables.
- (ii) Local transport required for the experts to effectively carry out their duties.
- (iii) Reproduction of the Consultant's reports and any special or ad hoc reports requested by MCA-Tanzania or MCC.
- (iv) Consultant will be responsible for providing accommodation, in Dar es Salaam for permanent key personnel and for short term consultants and head office staff on mission in Dar es Salaam, Tanzania.
- (v) Air fares, travel expenses and other costs relating to the travel of employees, their dependents or consultants engaged by the Consultant shall be the responsibility of the Consultant.
- (vi) The Consultant shall provide adequate medical protection (insurance cover) for all key personnel and for short term consultants and head office staff on mission in Tanzania.
- (vii) The Consultant shall maintain, at all times, insurance or guarantees with respect to its performance, including carrying general comprehensive liability insurance and standard coverage for professional liability risks, the amount and nature of such insurance or guarantees are subject to approval of MCA-Tanzania and/or MCC.

(viii) Any and all software licenses necessary for the Consultant and MCA-Tanzania to carry out their duties.

(ix) Any other unspecified costs.

The Consultant is responsible for meeting all contract objectives, delivery of outputs and results and must provide corresponding backstopping and oversight services on its account. Quality control of reports in terms of contents, (standardized) layout and quality of language is a key aspect of quality assurance. The Consultant shall provide a system of quality assurance and have provisions to allow its head office to support the experts on site with all required logistic and technical support. The Consultant shall provide for subject matter specific backstopping of all of the key experts.

SECTION 6. PROPOSED FORM OF CONTRACT

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PROCUREMENT AGENT AGREEMENT

This **PROCUREMENT AGENT AGREEMENT** (this “*Agreement*”) is made as of [___], 200[___] (the “*Effective Date*”), by and between MCA-Tanzania, [an independent department within the Ministry of Finance] established under the laws of the United Republic of Tanzania through [Government Notice No. __ published in the official gazette on ___] (“*MCA-Tanzania*”) on behalf of the Government of the United Republic of Tanzania (the “*Government*”) and [___], a [___] organized and operating under the laws of [___], in its capacity as Procurement Services Consultant (the “*Procurement Services Consultant*”). (MCA-Tanzania and the Procurement Services Consultant are referred to herein collectively, as “*Parties*,” and each individually a “*Party*”).

RECITALS

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

WHEREAS, the United States of America, acting through MCC, and the Government have executed a Grant and Implementation Agreement for Compact Development dated as of [___] (the “*609(g) Grant Agreement*”) that sets forth the general terms and conditions pursuant to which MCC will provide funding on an amount not to exceed [___] United States Dollars (US\$[___]) to the Government for the purposes set forth in the 609(g) Grant Agreement;

WHEREAS, as a condition precedent to the initial disbursement of MCC Funding under the 609(g) Grant Agreement and under the Program Implementation Agreement, the Government must deliver to MCC an executed copy of a procurement agent agreement, in form and substance satisfactory to MCC, which specifies the terms and conditions on which a procurement services consultant will act as agent and oversight advisor and provide certain services to MCA-Tanzania under and in furtherance of each of 609(g) Grant Agreement and the Compact; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, MCA-Tanzania wishes to appoint [___] as the Procurement Services Consultant, and [___] wishes to accept such appointment.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, intending to be legally bound, agree:

ARTICLE I APPOINTMENT; SERVICES; OBLIGATIONS

SECTION 1.1 APPOINTMENT OF THE PROCUREMENT SERVICES CONSULTANT. Subject to the terms and conditions of this Agreement, MCA-Tanzania hereby appoints [____] as the Procurement Services Consultant to act as agent and oversight advisor as further set forth and explicitly authorized herein, and [____] hereby accepts such appointment and agrees to perform the Agency Services (as defined in Section 1.2) in accordance with the terms of this Agreement.

SECTION 1.2 DESCRIPTION OF SERVICES. The Procurement Services Consultant shall provide services to MCA-Tanzania as described herein and as further described in Exhibit A and shall undertake the obligations and responsibilities of the Procurement Services Consultant set forth herein (collectively, the “*Agency Services*”). The Procurement Services Consultant shall undertake and provide all Agency Services in accordance with the terms and conditions set forth in this Agreement. In rendering the Agency Services, the Procurement Services Consultant shall be located in Tanzania.

SECTION 1.3 REPORTS AND INFORMATION. The Procurement Services Consultant shall provide all reports as required under (a) the 609(g) Grant Agreement and (b) the Compact, which provisions are incorporated by reference herein, *mutatis mutandis*. [The summary of such provisions may be found on the MCC Website at http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.] Without limiting the generality of the foregoing, the Procurement Services Consultant shall submit to MCA-Tanzania the reports required by Exhibit A, in the manner, form and substance required by Exhibit A.

SECTION 1.4 BOOKS AND RECORDS. The Procurement Services Consultant shall keep (a) accurate and systematic books, records, documents and other evidence of the Procurement Services Consultant’s performance of the Agency Services in such form and detail as is acceptable to MCC, (b) all 609(g) Records pertaining to the Agency Services in accordance with the requirements of the 609(g) Grant Agreement, and (c) all Compact Records pertaining to the Agency Services in accordance with the requirements of the Compact, which provisions are incorporated by reference herein, *mutatis mutandis*. [The summary of such provision may be found on the MCC Website at http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.] The Procurement Services Consultant may keep such files in paper, digital or electronic form; *provided, however*, that the Procurement Services Consultant shall maintain a back up system or other mechanism for storing and safeguarding copies of such files in accordance with the standard of care set forth in Section 2.1.

SECTION 1.5 ACCESS. The Procurement Services Consultant shall make available, or shall cause to be made available, to each of MCA-Tanzania (or any other Permitted Designee), MCC, the Inspector General, the United States Government Accountability Office, any auditor responsible for an audit contemplated under or otherwise conducted in furtherance of the 609(g) Grant Agreement or the Compact, and any employees, contractors, agents or authorized representatives engaged by any of the foregoing: (a) all books, records,

documents and other evidence related to this Agreement (and any other 609(g) Records or Compact Records pertaining to the Agency Services) for inspection and copying for the purpose of conducting any assessment, review, audit or evaluation of the Program, MCC Funding or the utilization of goods, services or works funded with MCC Funding and (b) access to all relevant directors, officers, employees, affiliates, contractors, advisors, agents or representatives of the Procurement Services Consultant in connection with any such assessment, review, audit or evaluation. The Procurement Services Consultant shall provide access to all books, records, documents and other evidence associated with the Program, including any 609(g) Records and Compact Records and any electronic or digital copy of any thereof, and all systems and facilities used to execute its responsibilities, for a period of at least five (5) years after the later of the expiration or termination of the 609(g) Grant Agreement, the expiration or termination of the Compact, or such longer period if required to resolve any litigation, claims or audit findings or if required pursuant to any statutory requirements, unless such items have been returned to MCA-Tanzania pursuant to Section 3.4(c).

SECTION 1.6 PROCUREMENT SERVICES CONSULTANT STAFF AND SUBCONTRACTORS.

(a) The Procurement Services Consultant shall use only qualified, experienced, and reliable staff for the performance of the Agency Services. The rights and duties of the Procurement Services Consultant's staff shall be defined in the contracts between such staff and the Procurement Services Consultant, which rights and duties, to the extent such staff is hired in Tanzania under the laws of Tanzania, shall be in accordance with all labor laws and regulations of Tanzania. The Procurement Services Consultant's staff shall include the key personnel set forth on Exhibit B and such other additions or replacements determined in accordance with this Section 1.7. The Procurement Services Consultant shall obtain all necessary immigration, business and other permits, licenses, consents, and approvals to enable the Procurement Services Consultant and its personnel to fully perform its obligations under this Agreement; *provided, however*, that no Taxes shall be paid with the proceeds of MCC Funding for any such permits, licenses, consents or approvals.

(b) The Procurement Services Consultant may enter into subcontracts with firms or individuals to assist the Procurement Services Consultant in providing the Agency Services; *provided, however*, that (i) the engagement of any such firms or individuals shall be subject to the prior approval of MCA-Tanzania and, if required pursuant to the thresholds set forth in the 609(g) Grant Agreement, the Compact or the Program Implementation Agreement, MCC, (ii) the Procurement Services Consultant shall ensure that such subcontractors use only qualified, experienced and reliable personnel to perform the Agency Services and (iii) each approved subcontract contains the relevant provisions, in the form and manner and to the extent required by the 609(g) Grant Agreement or the Compact (including provisions regarding limitations on use of MCC Funding, books and records, audits and access), a summary of which may be found on the MCC Website at http://www.mcc.gov/guidance/compact/general_provisions.pdf. The Procurement Services Consultant shall assume liability for the services rendered by any subcontractor, and any such subcontracting by the Procurement Services Consultant shall not relieve the Procurement Services Consultant of its responsibilities under this Agreement to provide the Agency Services in accordance with the terms of this Agreement.

(c) The Procurement Services Consultant shall comply, and shall ensure that all of its subcontractors comply, with all applicable laws of Tanzania regarding employment of personnel in Tanzania. The Procurement Services Consultant shall be responsible for and shall take all necessary action with respect to any misconduct or failure of any staff or any subcontractors to comply with their contractual obligations. Further, upon the request of MCA-Tanzania, the Procurement Services Consultant shall take all reasonable action requested by MCA-Tanzania to address any misconduct or failure of the Procurement Services Consultant staff or subcontractors. Neither MCA-Tanzania nor MCC shall have any direct or indirect liability under or in respect of such contracts with staff or any subcontractors retained by the Procurement Services Consultant.

(d) The names and positions of the Procurement Services Consultant's key personnel and any subcontractors that MCA-Tanzania and MCC have approved as of the Effective Date are listed on Exhibit B.

(e) Any replacement, modification or addition by the Procurement Services Consultant (whether pursuant to Section 1.6(f) or otherwise) to its key personnel or positions identified on Exhibit B shall be subject to the prior approval of MCA-Tanzania and MCC. Any replacement, modification or addition to the Procurement Services Consultant's subcontractors shall be subject to the prior approval of MCA-Tanzania and, if required pursuant to the thresholds set forth in the 609(g) Grant Agreement, the Compact or the Program Implementation Agreement, MCC. In each case, such approval shall not be unreasonably withheld; *provided, however*, that any potential interruption, delay or material alteration of the Agency Services shall be a sufficient reason for MCA-Tanzania or MCC to deny such approval.

(f) MCA-Tanzania is entitled to demand the replacement of any staff member or subcontractor if MCA-Tanzania reasonably believes that such staff member or subcontractor is not suitable to perform the Agency Services because of health, language ability, professional qualifications, or for any other reasonable cause.

(g) The Procurement Services Consultant shall ensure that the process of replacing a staff member or subcontractor under this Section 1.6 will not delay, interrupt or materially alter in any way the performance of the Agency Services.

SECTION 1.7 COMPLIANCE WITH COMPACT DOCUMENTS, ETC. The Procurement Services Consultant shall comply with (a) applicable laws and regulations, (b) this Agreement, the relevant provisions of the 609(g) Grant Agreement, the Compact, Program Implementation Agreement (including the MCC Program Procurement Guidelines), other relevant Supplemental Agreements, the Fiscal Accountability Plan, the Procurement Plan and any other agreement or document related to the Compact, (c) guidance and procedures provided by MCA-Tanzania from time to time, (d) any agreement entered into or document delivered pursuant to the Compact related to Compact Implementation Funding (each such agreement or document, a "*CIF Implementation Document*"), and (e) such other agreements and documents as the Parties may agree, which agreements and documents (including any amendments thereto) shall be delivered by MCA-Tanzania to the Procurement Services Consultant.

SECTION 1.8 TAXES. The Fees (as defined in Section 2.2 below) for the Agency Services and any other payments to the Procurement Services Consultant, its agents or employees provided hereunder and as set forth in Exhibit C shall be exempt from Taxes to the extent permitted and as set forth in the 609(g) Grant Agreement and the Compact. If the Procurement Services Consultant is required to pay any Taxes that are exempt pursuant to the 609(g) Grant Agreement or the Compact, the Procurement Services Consultant shall promptly pay such Taxes as imposed and shall promptly notify MCA-Tanzania (or such agent or representative designated by MCA-Tanzania) of any such Taxes paid. The Procurement Services Consultant shall cooperate with MCA-Tanzania or its agents and representatives in seeking the prompt and proper reimbursement of such Taxes.

SECTION 1.9 INSURANCE. The Procurement Services Consultant shall maintain, at all times during the Term (as defined in Section 3.1 below), satisfactory insurance or guarantees with respect to the Procurement Services Consultant's performance under this Agreement, including carrying general comprehensive liability insurance and standard coverage of professional liability risks. The Procurement Services Consultant shall provide verification of insurance to MCA-Tanzania and MCC. To the extent permitted or appropriate, such insurance or guarantees shall name MCA-Tanzania and MCC as beneficiaries thereunder. At MCC's election, any proceeds from claims paid under such insurance or guarantees shall either be deposited in a Permitted Account designated by MCA-Tanzania and acceptable to MCC, or be applied as otherwise directed by MCC.

SECTION 1.10 AUDITS; CERTIFICATIONS; AUDIT PLAN; RIGHT OF USE; CONFLICTS OF INTEREST.

(a) The Procurement Services Consultant shall comply with the oversight, control and audit requirements as set forth in (i) the 609(g) Grant Agreement and (ii) the Compact, which are hereby incorporated by reference herein *mutatis mutandis*. [The summary of such provisions may be found on the MCC Website at http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf.]

(b) The Procurement Services Consultant shall certify as true and correct any 609(g) Records, Compact Records or other reports or documents relating to the Agency Services required to be delivered to or by MCA-Tanzania under the 609(g) Grant Agreement, the Compact, other Supplemental Agreements or the Implementation Plans. With respect to certifications that may be required to be given by the Procurement Services Consultant, the Procurement Services Consultant shall provide such certifications following due diligence and due care in its review into the information or matter being certified (including into the truth, accuracy and completeness of the information).

(c) MCA-Tanzania shall provide to the Procurement Services Consultant a copy of any final Audit Plan as duly adopted by MCA-Tanzania (and as approved by MCC). The Procurement Services Consultant shall comply with the terms of the Audit Plan (including the reporting standards required therein) and, upon request by MCA-Tanzania or MCC, the Procurement Services Consultant shall take appropriate, effective, and timely corrective actions in response to any audit findings.

(d) MCA-Tanzania and MCC shall have the right to use any information contained in any report or document delivered to or otherwise made available by the Procurement Services Consultant to MCA-Tanzania or MCC.

(e) The Procurement Services Consultant shall ensure that no director, officer, employee, affiliate, contractor, subcontractor, agent, advisor or representative of the Procurement Services Consultant shall participate in the selection, award or administration of a contract, grant or other benefit or transaction financed in whole or in part (directly or indirectly) by MCC Funding in which (i) 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, has or have a financial interest, or (ii) the person is negotiating or has any arrangement concerning prospective employment, unless such person has first disclosed in writing to MCA-Tanzania and MCC the conflict of interest and, following such disclosure, MCA-Tanzania and MCC have agreed in writing to proceed notwithstanding such conflict. This shall not constrain MCA-Tanzania (with prior MCC approval) from commissioning the Procurement Services Consultant with the provision of additional services related to the implementation of the 609(g) Grant Agreement or Compact in Tanzania. The Procurement Services Consultant's officers, directors, employees, subcontractors, agents and representatives shall not, and the Procurement Services Consultant shall ensure that no person involved in the selection, award, administration or implementation of any contract, grant or other benefit or transaction financed in whole or in part (directly or indirectly) by MCC Funding shall, solicit or accept or offer 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. None of the Procurement Services Consultant's officers, directors, employees, agents or representatives active in the Program shall engage in any activity which is, or gives the appearance of being, a conflict of interest.

ARTICLE II PROCUREMENT SERVICES CONSULTANT GENERALLY

SECTION 2.1 STANDARD OF CARE. The Procurement Services Consultant shall exercise all skill, reasonable care, prudence and diligence in the discharge of its duties and obligations under this Agreement, as would be expected from a skilled and experienced procurement services consultant. The Procurement Services Consultant shall carry out all Agency Services in a timely and cost-effective manner and in conformity with professionally sound technical and management practices requisite for successful provision of the Agency Services.

SECTION 2.2. FEES.

(a) The Procurement Services Consultant's fees (the "*Fees*") hereunder are as set forth in Exhibit C, and MCA-Tanzania shall be responsible for payment of such Fees in the amounts, on the dates and in the manner as designated therein; *provided, however*, that the Procurement Services Consultant has submitted invoices for such Fees, which invoices are subject to the approval of MCA-Tanzania. The Fees as set forth on Exhibit C shall be full

compensation for the services to be provided by the Procurement Services Consultant pursuant to this Agreement. Except as set forth in Exhibit C and Section 2.4(c), the Procurement Services Consultant shall not be entitled to any other compensation, costs, expenses or payment (including payment or reimbursement for third-party costs and expenses) in respect of the Agency Services or this Agreement.

(b) In the event MCA-Tanzania disputes any invoice for Fees submitted by the Procurement Services Consultant for any reason, including the Procurement Services Consultant's failure to comply with the terms and conditions of this Agreement (including the proper provision of the Agency Services), MCA-Tanzania may delay or refuse payment of all or any portion of any such invoice without any penalty pending resolution of the dispute in accordance with Section 4.8. Following resolution of any such dispute, MCA-Tanzania shall be obligated to pay only that portion of the invoice (if any) found to be valid.

(c) Notwithstanding anything to the contrary in this Agreement, no payment shall be made to the Procurement Services Consultant in violation of the terms and conditions of the 609(g) Grant Agreement or the Compact.

SECTION 2.3 OTHER DUTIES, RIGHTS AND PROTECTIONS OF THE PROCUREMENT SERVICES CONSULTANT.

(a) The Procurement Services Consultant shall provide the Agency Services to MCA-Tanzania with the expectation that the following requirements are met:

(i) cooperation of MCA-Tanzania's employees, representatives and/or advisors with the Procurement Services Consultant;

(ii) timely provision by MCA-Tanzania of any and all information (such information shall be, to the knowledge of MCA-Tanzania, true and accurate in all material respects), including documentation and comprehensive explanations, reasonably requested by the Procurement Services Consultant in connection with the Agency Services; and

(iii) MCA-Tanzania timely making and implementing decisions, obtaining required approvals and issuing required documentation to enable the Procurement Services Consultant to proceed with the Agency Services; *provided, however*, that the Procurement Services Consultant provides MCA-Tanzania with reasonable advance notice of decisions required.

(b) If at any time the Procurement Services Consultant is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (an "**Action**") that in any way affects this Agreement, the 609(g) Grant Agreement, the Compact or the transactions contemplated herein or therein, the Procurement Services Consultant shall, within one business day after such service, give notice and a copy of such Action to MCC and MCA-Tanzania (together with an explanation and a description of the proposed corrective measures to be taken with respect thereto).

(c) To the extent that any amounts hereunder are duly owed and outstanding to the Procurement Services Consultant, MCA-Tanzania shall be solely liable to pay those amounts, subject to Section 2.4 of this Agreement. For the avoidance of doubt, MCC shall have no responsibility or obligation to the Procurement Services Consultant for the payment of any fees, costs, indemnification expenses or any other expenses pursuant to this Agreement or otherwise.

(d) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Procurement Services Consultant hereunder, the Procurement Services Consultant shall promptly notify MCA-Tanzania (or the party that provided such notice, instruction or other communication) and MCC of such ambiguity or uncertainty and refrain from taking any action unless and until the Procurement Services Consultant receives from MCA-Tanzania (or from the party that provided the original instruction), an instruction that eliminates such ambiguity or uncertainty.

SECTION 2.4 LIABILITIES; INDEMNIFICATION.

(a) The Procurement Services Consultant shall indemnify, defend and hold harmless each of MCA-Tanzania (including its directors, officers, employees, affiliates, agents, advisors and representatives) and MCC (including its directors, officers, employees, affiliates, agents, advisors and representatives) (MCA-Tanzania, MCC and any such affiliate or person a “***MCC Indemnified Party***”) from and against any and all claims, losses, actions, liabilities, costs, damages or expenses, including reasonable attorneys’ fees and expenses (but excluding any lost profits or other special, incidental, indirect, punitive or consequential damages (except as set forth in Section 2.4(b)), regardless of the form of action and whether or not any such damages were foreseeable or contemplated (collectively, the “***MCA-Tanzania Losses***”) arising from or in connection with the negligence, bad faith, willful or intentional misconduct of the Procurement Services Consultant, or a breach of this Agreement by the Procurement Services Consultant, except if and to the extent that any such MCA-Tanzania Losses are attributable to the gross negligence or the willful misconduct of MCA-Tanzania.

(b) In the event that any payment to any vendor or individual is delayed by more than thirty (30) days after the date of receipt of a valid and acceptable invoice by MCA-Tanzania due to the negligence or willful misconduct of the Procurement Services Consultant, the Procurement Services Consultant shall be liable for, and shall indemnify all MCC Indemnified Parties from and against, any claims (including claims for interest) from such vendors or individuals.

(c) MCA-Tanzania shall indemnify, defend and hold harmless the Procurement Services Consultant (including its directors, officers, employees, affiliates, agents, advisors and representatives) from and against any and all claims, losses, actions, liabilities, costs, damages or expenses, including reasonable attorneys’ fees and expenses (but excluding any lost profits or other special, incidental, indirect, punitive or consequential damages), regardless of the form of action and whether or not any such damages were foreseeable or contemplated (collectively, the “***Procurement Services Consultant Losses***”) arising from or in connection with the negligence, bad faith, willful or intentional misconduct of MCA-

Tanzania, or a breach of this Agreement by MCA-Tanzania, except if and to the extent that any such Procurement Services Consultant Losses are attributable to the gross negligence or the willful misconduct of the Procurement Services Consultant.

(d) In the event that any amounts are owed by MCA-Tanzania to the Procurement Services Consultant as the result of any delay or default of MCA-Tanzania, or as the result of Section 2.4(c), MCA-Tanzania shall be solely liable for the payment of such amounts (such payment to be made from national funds), and in no event shall such payments be authorized or made from any MCC Funding, nor shall Program Assets be used to satisfy any such obligations.

(e) Except as provided in Section 2.4(b), in no event shall either Party be liable to the other Party or any third-party for consequential, special, incidental or punitive losses, damages or expenses (including, without limitation, lost profits) arising from or in connection with this Agreement, even if such Party has been advised of the possible existence thereof.

SECTION 2.5 MERGER; CONSOLIDATION. Any corporation or association in which the Procurement Services Consultant may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall, with the prior consent of MCA-Tanzania and MCC, be and become a successor to the Procurement Services Consultant and shall be vested with all of the title to the assets and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the Parties, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

SECTION 2.6 RESTRICTIONS ON THE USE OF MCC FUNDING.

(a) The Procurement Services Consultant shall ensure that its use of MCC Funding and the procurement of goods, works and services, including the contract award, is consistent with (i) the 609(g) Grant Agreement and the Compact as applicable, (ii) all applicable laws of the United States, regulations and executive orders relating to money laundering, terrorist financing, restrictive trade practices or boycotts, United States sanctions laws and regulations, and other economic sanctions or other restrictions promulgated from time to time by means of any statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Department of Treasury 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, (iii) the eligibility requirements set forth in the MCC Program Procurement Guidelines, (iv) any applicable laws of Tanzania or regulations relating to terrorist financing, money laundering, or similar activity, and (v) any other limitations, restrictions, or requirements as set forth in paragraphs F and G of the General Provisions Annex, which are incorporated herein by

reference *mutatis mutandis* and which General Provisions Annex may be found on the MCC Website at www.mcc.gov/guidance/compact/general_provisions.pdf (for purposes of this section, references to the “Contract Party” in paragraphs F and G of the General Provisions Annex shall be deemed to be references to the Procurement Services Consultant and references therein to the “MCA Entity” shall be deemed to be references to MCA-Tanzania).

(b) The Procurement Services Consultant shall verify, or cause to be verified, any individual, corporation or other entity that has access to, or who is a recipient of, MCC Funding. Such verification may include verifying if such name appears on applicable watch lists such as the lists maintained on www.epls.gov, the World Bank debarred list, www.treas.gov/offices/enforcement/ofac, the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, and such other lists as MCA-Tanzania may request from time to time.

(c) The Procurement Services Consultant shall (i) conduct such verification as described in clause (b) of this Section 2.6 in connection with each procurement or at such time as MCC may from time to time reasonably request and (ii) deliver a report of such monitoring and verification to MCA-Tanzania (with a copy to MCC and the Fiscal Agent) on at least a quarterly basis or such other reasonable period as MCA-Tanzania or MCC may request from time to time.

(d) The Procurement Services Consultant shall ensure and verify, or cause to be verified, that no payments have been or will be received by any official of the Procurement Services Consultant, MCA-Tanzania or any other government official in connection with this Agreement and no payments have been made by the Procurement Services Consultant or any other party to any third-party, in connection with this Agreement, in violation of (i) the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (“FCPA”), or that otherwise would have been in violation of the FCPA if the party making such payments was a United States person or entity or (ii) any applicable laws or regulations of Tanzania relating to anti-bribery or corruption.

ARTICLE III TERM; SUSPENSION; TERMINATION

SECTION 3.1 TERM. This Agreement shall be effective as of the Effective Date and shall terminate on the first anniversary of the Effective Date (the “*Term*”), unless terminated earlier in accordance with Section 3.3; *provided, however*, that this Agreement may, at the option of MCA-Tanzania, be extended for additional one year periods through the term of the 609(g) Grant Agreement and the Compact; *provided, further*, that this Agreement may be extended for an additional one hundred twenty (120) days following the expiration or termination of the 609(g) Grant Agreement or the Compact, whichever is later, if MCA-Tanzania determines that obligations incurred prior to the expiration or termination of the 609(g) Grant Agreement or the Compact remain to be paid or additional time is required to resolve any litigation, claims or audit findings or any other requirements of the law.

SECTION 3.2 SUSPENSION.

(a) MCA-Tanzania (with the prior written approval of MCC) may suspend this Agreement, in whole or in part, upon delivery of notice to the Procurement Services Consultant.

(b) MCC may suspend this Agreement, in whole or in part, upon delivery of notice to the Procurement Services Consultant and MCA-Tanzania.

(c) Upon receipt of a notice of suspension pursuant to this Section 3.2, the Procurement Services Consultant shall suspend all procurement activities and all Agency Services, except as otherwise stated in the notice of suspension. Such activity and Agency Services shall remain suspended until the suspension is lifted by instruction from the party that initiated such suspension.

SECTION 3.3 TERMINATION OF THE AGREEMENT.

(a) If MCA-Tanzania defaults in the observance or performance of any of its material obligations under this Agreement and such default remains uncured thirty (30) days after notice of such default is delivered by the Procurement Services Consultant, the Procurement Services Consultant may terminate this Agreement by ninety (90) days' prior written notice to MCA-Tanzania and MCC; *provided, however*, that such termination shall not be effective until satisfaction of Sections 3.3(c) and (d).

(b) MCA-Tanzania (with the prior written approval of MCC) or MCC may terminate this Agreement, at any time:

(i) with cause, upon written notice to the Procurement Services Consultant; or

(ii) without cause, by giving written notice to the Procurement Services Consultant sixty (60) days prior to the effective date of such termination.

For purposes of Section 3.3(b)(i), "cause" shall include: (1) any material breach or material default by the Procurement Services Consultant of any provision of this Agreement (including breach of any representation or warranty); (2) the negligence, bad faith or willful misconduct of the Procurement Services Consultant or its respective directors, officers, employees, affiliates, contractors, agents and representatives; (3) the insolvency, bankruptcy or liquidation of the Procurement Services Consultant, or the appointment of a receiver or administrator to manage the affairs of the Procurement Services Consultant; or (4) if MCC determines (in its sole discretion) that the Procurement Services Consultant is engaged in activities that are contrary to the national security interests of the United States or other acts or omissions that may be grounds for suspension or termination under the 609(g) Grant Agreement or the Compact.

(c) Following the delivery of a termination notice pursuant to Section 3.3(a) or (b), MCA-Tanzania shall appoint, with the prior written approval of MCC, a successor Procurement Services Consultant (the "***Successor Procurement Services Consultant***"). Upon an entity's acceptance of such appointment as a Successor Procurement Services

Consultant, MCA-Tanzania shall provide notice thereof to the resigning Procurement Services Consultant.

(d) MCA-Tanzania shall cause the Successor Procurement Services Consultant to execute a new Procurement Services Consultant agreement (the “**Successor Procurement Services Consultant Agreement**”), the form and substance of which shall be subject to written approval of MCC. Immediately upon execution of the Successor Procurement Services Consultant Agreement, this Agreement shall terminate; *provided, however*, that MCA-Tanzania (with the prior approval of MCC) may extend the Term of the Procurement Services Consultant for a period specified by MCA-Tanzania if MCA-Tanzania determines that obligations of the Procurement Services Consultant remain to be performed.

SECTION 3.4 CONSEQUENCE OF TERMINATION.

(a) If the termination of this Agreement is pursuant to Section 3.3(b)(i), MCA-Tanzania shall pay to the Procurement Services Consultant the Fees as set forth in Section 2.2 for the Agency Services rendered up to the date of the event constituting cause for such termination, and MCA-Tanzania shall have no obligation to pay any Fees that accrue following such date. The amount of such Fees shall be calculated on a pro rata basis to the extent applicable. MCA-Tanzania shall be entitled to claim damages for any loss or damage resulting from the event constituting cause for such termination, and MCA-Tanzania may (i) deduct such damages from the Procurement Services Consultant’s remuneration and (ii) act in accordance with the rights set forth in Section 2.2(b).

(b) If the termination of this Agreement is pursuant to Section 3.3(a) or 3.3(b)(ii), the Procurement Services Consultant shall be entitled to receive those Fees incurred prior to the effective date of the termination and, if such termination was initiated by MCA-Tanzania under Section 3.3(b)(ii), the Procurement Services Consultant shall be entitled to receive such reasonable unavoidable third-party expenses incurred by the Procurement Services Consultant prior to such effective date of termination; *provided, however*, that the Procurement Services Consultant shall seek to cancel such obligations and mitigate all such expenses.

(c) Upon any termination of this Agreement, the Procurement Services Consultant shall ensure the orderly and timely transfer of all records, documents, data and information (together with all electronic and digital copies thereof) to MCA-Tanzania or such agent or representative designated by MCA-Tanzania (with MCC approval) or MCC, and the Procurement Services Consultant shall take any other actions reasonably requested by MCA-Tanzania or MCC to ensure the proper transition of any Agency Services, if applicable.

SECTION 3.5 SURVIVAL. Notwithstanding any expiration, suspension or termination of this Agreement, the following provisions of this Agreement shall survive: Sections 1.3, 1.4, 1.5, 1.8, 1.9, 1.10, 2.2, 2.4, 3.5, 4.2, 4.4, 4.5, 4.7, 4.8, 4.12, 4.15 and 4.19.

ARTICLE IV MISCELLANEOUS

SECTION 4.1 REPRESENTATIONS AND WARRANTIES OF THE PROCUREMENT SERVICES CONSULTANT. The Procurement Services Consultant hereby represents and warrants to MCA-Tanzania that, as of the Effective Date:

(a) it is a [____] duly formed, validly existing and in good standing under the laws of [____], and has all requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder;

(b) it has duly authorized, executed and delivered this Agreement;

(c) this Agreement constitutes a valid and legally binding obligation of the Procurement Services Consultant, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles;

(d) neither the execution and delivery of this Agreement, nor the performance by the Procurement Services Consultant of its obligations hereunder will, with or without the giving of notice or the passage of time or both: (i) violate any provision of applicable laws or regulations; (ii) violate the provisions of its organizational documents; (iii) violate any judgment, decree, order or award of any court or governmental authority applicable to it; or (iv) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, any instrument or agreement to which it is a party or by which it or any of its assets is bound;

(e) no consents or approvals of any person other than the approval of its board of directors or similar governing body are required in connection with the execution and delivery of this Agreement or the performance by it of its obligations under this Agreement;

(f) no petition, notice or order has been presented, no order has been made and no resolution has been passed for its bankruptcy, liquidation, winding-up or dissolution; no receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of its income or assets, nor does it have any plan or intention of, nor has it received any notice that any other person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary;

(g) no payments have been made or caused to be made by the Procurement Services Consultant to any third party, including any Government official, in connection with this Agreement or the Program in violation of the FCPA or that otherwise would have been in violation of the FCPA if the party making such payments was a United States person or entity; and no payments have been made, or caused to be made, by the Procurement Services Consultant to any third party in connection with this Agreement in violation of any applicable laws or regulations of Tanzania relating to anti-bribery and corruption;

(h) the information contained in the Procurement Services Consultant's proposal (dated [___]) and any agreement, report, statement, communication, or document otherwise delivered or otherwise communicated to MCA-Tanzania or its agents or representatives or to MCC or its agents or representatives by or on behalf of the Procurement Services Consultant in connection with this Agreement (i) is true, accurate and complete in all material respects and (ii) does not omit any fact known to the Procurement Services Consultant that if disclosed would (A) alter in any material respect the information delivered, (B) would likely have a material adverse effect on the Procurement Services Consultant's ability to effectively provide, or ensure the effective provision of, the services contemplated by this Agreement or to otherwise carry out its responsibilities or obligations under this Agreement, or (C) have likely adversely affected MCA-Tanzania's determination to enter into this Agreement; and

(i) the Procurement Services Consultant, its personnel, subcontractors and associates are not (i) blacklisted from participation in procurements funded by The World Bank, (ii) debarred or suspended from participation in procurements funded by the United States Government, or (iii) otherwise prohibited from receiving assistance by applicable United States law or executive order or United States policies including under any then-existing anti-terrorist laws or policies.

SECTION 4.2 CONFIDENTIALITY.

(a) Each Party and its directors, officers, employees, agents, advisors and representatives shall hold, and shall use commercially reasonable efforts to cause its affiliates to hold, in strict confidence from any person (other than any such Affiliate or the other Party) all documents, reports, cost estimates, technical and other data and other information pertaining to this Agreement, the transactions contemplated hereby or the Program, including the procurement process, that are not otherwise publicly available ("**Confidential Information**"); *provided, however*, that all Confidential Information shall be provided to MCC and may be provided by MCC to any employees, contractors, agents, representatives of MCC, the Inspector General, the General Accountability Office, or others designated by MCC; *provided, further*, that each of MCC and MCA-Tanzania may post on its respective website or otherwise make publicly available certain information, including the Program Implementation Agreement, the MCC Program Procurement Guidelines and any procurement-related documents, in accordance with the 609(g) Grant Agreement, the Compact, the Program Implementation Agreement or any Supplemental Agreement. The Procurement Services Consultant shall ensure that only those with a need to know and under similar obligations of confidentiality shall have access to any and all Confidential Information provided to the Procurement Services Consultant or otherwise generated in connection with this Agreement and the Program.

(b) Notwithstanding Section 4.2(a), in the event that either Party is required to disclose any Confidential Information (i) in connection with any judicial or administrative proceedings or (ii) in order, in the reasonable opinion of counsel to the disclosing Party, to avoid violating applicable laws, the disclosing Party will in advance of such disclosure provide the other Party with prompt notice of such requirement(s). Each Party also agrees, to the extent legally permissible, to provide the other Party, in advance of any such disclosure, with copies of any Confidential Information it intends to disclose (and, if applicable, the text

of the disclosure language itself) and to cooperate with the other Party to the extent such other Party may reasonably seek to prevent or otherwise limit such disclosure.

SECTION 4.3 PROHIBITION ON SET-OFF. The Procurement Services Consultant waives any and all rights of set-off, combination of accounts or counterclaim or any other right whatsoever it may have or hereafter acquire to apply amounts outstanding hereunder in discharge or satisfaction of any cost, right of reimbursement, expense, loss or other liability of the Procurement Services Consultant, and all such rights are hereby released by the Procurement Services Consultant. All payments made by the Procurement Services Consultant under this Agreement shall be made without any deduction, withholding, set-off or counterclaim of any kind.

SECTION 4.4 COMMUNICATIONS. Any notice, certificate, request, report, approval, document or other communication required, permitted, or submitted by either Party to the other under this Agreement shall be (a) in writing, (b) in English, and (c) deemed duly given: (i) upon personal delivery to the Party (or MCC, as applicable) to be notified; (ii) when sent by confirmed facsimile or electronic mail, if sent during normal business hours of the recipient Party (or MCC, as applicable), if not, then on the next business day; or (iii) three (3) business days after deposit with an internationally recognized overnight courier, specifying next day delivery with written verification of receipt, to the Party (or MCC, as applicable) to be notified at the address indicated below, or at such other address as such Party (or MCC, as applicable) may designate by notice to the other Party (and MCC):

To the Procurement Services Consultant:

[]
 []
 []
 Attention: []
 Facsimile: []
 Email: []

To MCA-Tanzania:

[]
 []
 []
 Attention: []
 Facsimile: []
 Email: []

To MCC:

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

Facsimile: +1 (202) 521-3700
Email: VPOperations@mcc.gov (Vice President for Operations);
VPGeneralCounsel@mcc.gov (Vice President and General Counsel)

Whenever under the terms hereof the time for giving a notice or performing an act falls on a day that is not a business day, such time shall be extended to the next day that is a business day.

SECTION 4.5 ASSIGNMENT.

(a) This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assignees.

(b) The Procurement Services Consultant may not assign, delegate, subcontract (except as provided for in Section 1.7 and approved by MCC) or otherwise transfer any of its rights or obligations under this Agreement (i) without the prior consent of MCA-Tanzania and MCC, and (ii) until the prospective assignee has duly executed an assignment and assumption agreement prior to such transfer, signed by the Parties and approved in writing by MCC, under which the Procurement Services Consultant assigns to such assignee all of its right, title and interest to this Agreement and such assignee assumes all such rights and obligations of the Procurement Services Consultant then existing under this Agreement.

(c) Subject to subsection (d) below, MCA-Tanzania may not assign, delegate, subcontract or otherwise transfer any of its rights or obligations under this Agreement (i) without the prior consent of the Procurement Services Consultant and MCC, and (ii) until the prospective assignee has duly executed an assignment and assumption agreement prior to such transfer, signed by the Parties and approved in writing by MCC, under which MCA-Tanzania assigns to such assignee all of its right, title and interest to this Agreement and such assignee assumes such rights and obligations of MCA-Tanzania then existing under this Agreement. Notwithstanding the foregoing, MCA-Tanzania may assign any claims under this Agreement to MCC, which assignment shall be effective upon receipt by the Procurement Services Consultant of notice of the assignment duly signed by MCA-Tanzania and MCC.

SECTION 4.6 REPRESENTATIVES. Unless otherwise agreed by the Parties, for all purposes relevant to this Agreement, (a) MCA-Tanzania shall be represented by the individual holding the position of, or acting as, its [Procurement Director] (the “***MCA-Tanzania Principal Representative***”), and (b) the Procurement Services Consultant shall be represented by the individual holding the position of, or acting as, its [____] (the “***Procurement Services Consultant Principal Representative***” and together with the MCA-Tanzania Principal Representative, each a “***Principal Representative***” and, collectively, the “***Principal Representatives***”), each of whom, by notice, may designate one or more additional representatives (each, an “***Additional Representative***”) for all purposes other than signing amendments to this Agreement. The names of each Party’s Principal Representative and its respective Additional Representatives shall be provided, with specimen signatures, to the other Party, and each Party may accept as duly authorized any instrument signed by such Principal Representative or Additional Representative relating to the implementation of this

Agreement, until receipt of notice of revocation of their authority. A Party may replace its Principal Representative or an Additional Representative with a new representative upon written notice to the other Party, which notice shall include the specimen signature of the new Principal Representative or Additional Representative, as the case may be.

SECTION 4.7 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws and regulations of Tanzania. In the event of a conflict between the MCC Program Procurement Guidelines and applicable laws and regulations, the MCC Program Procurement Guidelines shall prevail.

SECTION 4.8 DISPUTE RESOLUTION.

(a) All disputes, controversies or claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, that cannot be settled amicably by the Parties within thirty (30) days of notification of such dispute, controversy or claim, shall be finally settled by arbitration under the rules of arbitration of the [___] (the “Rules”) by a tribunal composed of three arbitrators appointed in accordance with the Rules. The arbitration shall be institutionally administered by the [___] in accordance with the Rules. The arbitration will be held in [___] and shall be conducted in English. The arbitration panel shall maintain a written transcript of the proceedings or hearings and render a reasoned written award.

(b) Without limiting the terms of Section 4.15, MCC has the right to be an observer or a party to any arbitration proceeding hereunder, in either case at its sole discretion, but does not have the obligation to participate in any arbitration proceeding, in any capacity. Whether or not MCC is an observer or a party to any arbitration hereunder, the Parties shall provide MCC with written transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (i) each such proceeding or hearing or (ii) the date on which any such award is issued. MCC may enforce its rights hereunder in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer or a party to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of Tanzania or any other jurisdiction or to the jurisdiction of any arbitral panel.

(c) The costs associated with any settlement efforts before arbitration or associated with arbitration shall be allocated between MCA-Tanzania and the Procurement Services Consultant as follows: (i) each Party shall be responsible for its own attorneys’ fees and expenses, (ii) costs related to translation or interpretation shall be shared equally by the Parties, and (iii) all other costs associated with the arbitration shall be allocated as determined by the arbitration panel.

SECTION 4.9 OWNERSHIP OF DOCUMENTS. The copyright in all reports and related data and documents such as maps, diagrams, plans, statistics and supporting material prepared by the Procurement Services Consultant, or made available by the Procurement Services Consultant to MCA-Tanzania, under this Agreement shall pass to MCA-Tanzania, unless otherwise specified by MCA-Tanzania in writing to the Procurement Services Consultant by MCC or MCA-Tanzania (with the prior written consent of MCC).

SECTION 4.10 RELATIONSHIP OF THE PARTIES. This Agreement does not create a joint venture, partnership, or other similar relationship between the Parties.

SECTION 4.11 AMENDMENT; WAIVER. The Parties may amend this Agreement by entering into a written amendment to this Agreement signed by the Principal Representatives of the Parties; *provided, however*, that any such amendment shall be subject to, and shall not be effective without, the prior approval of MCC. The Parties further agree that any waiver, permit, consent or approval of any kind or character on any Party's part of any breach, default or noncompliance under this Agreement or any waiver on such Party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

SECTION 4.12 NONWAIVER OF REMEDIES. The Parties agree that no delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach, default or noncompliance by another Party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. All remedies, either under this Agreement, by law, or otherwise afforded to any Party, shall be cumulative and not alternative.

SECTION 4.13 ATTACHMENTS. Any exhibit, schedule or other attachment expressly attached hereto (together, the "*Attachments*") is incorporated herein by reference and shall constitute an integral part of this Agreement.

SECTION 4.14 HEADINGS. The Section and Subsection headings used in this Agreement are included for convenience only and are not to be considered in construing or interpreting this Agreement.

SECTION 4.15 MCC AS THIRD PARTY BENEFICIARY; RESERVED RIGHTS.

(a) This Agreement is for the exclusive benefit of the Parties and their respective permitted successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever, with the exception of MCC, which is hereby designated as third party beneficiary to this Agreement and shall have all of the rights provided to or reserved for it throughout this Agreement.

(b) MCC is a U.S. Government corporation acting on behalf of the U.S. Government in the implementation of the 609(g) Grant Agreement and the Compact. As such, MCC has no liability under this Agreement, 609(g) Grant Agreement, the Compact, the Program Implementation Agreement or any other Supplemental Agreement, is immune from any action or proceeding arising under or relating to this Agreement, 609(g) Grant Agreement, the Compact, the Program Implementation Agreement or any other Supplemental Agreement and MCA-Tanzania and the Procurement Services Consultant hereby waive and release all claims related to any such liability. In matters arising under or relating to the Compact or this Agreement, MCC is not subject to the jurisdiction of the courts or any other body of Tanzania or any other jurisdiction.

(c) The Parties further agree that (i) MCC shall have final approval rights with respect to the terms and conditions of this Agreement, any amendments hereto, and any documents in connection with or related to this Agreement and the activities contemplated hereunder; (ii) MCC, in reserving any or all of its approval or other rights hereunder, 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 any of its 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 Agreement; (iii) MCC may, from time to time, exercise its rights, or discuss matters related to these rights or this Agreement with the Parties jointly or separately, without thereby incurring any responsibility or liability to the Parties jointly or separately; (iv) any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar MCA-Tanzania or MCC from asserting any right, or relieve the Procurement Services Consultant of any liability which the Procurement Services Consultant might otherwise have to MCA-Tanzania or MCC (or MCC Indemnified Parties); and (v) MCC shall have the right, as set forth in this Agreement, to receive copies of reports and other documentation delivered to the Procurement Services Consultant, MCA-Tanzania or any other governmental body or person.

(d) For the benefit of MCC, the Procurement Services Consultant shall comply with all of the terms of and its obligations under this Agreement.

(e) For the avoidance of doubt, MCC shall incur no obligations or liabilities under this Agreement, whether as a result of its third-party beneficiary status or otherwise. In no event shall anything in this Agreement be construed as a waiver of immunity from, or submission by MCC to, the jurisdiction of the courts of Tanzania or of any other jurisdiction, or to any other body, or to the arbitral body or any arbitration under Section 4.8.

SECTION 4.16 SEVERABILITY. If one or more provisions of this Agreement is held to be unenforceable under any applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

SECTION 4.17 ENTIRE AGREEMENT. This Agreement, including all Attachments, and all certificates, documents or agreements executed and delivered in connection with and in furtherance of this Agreement, when executed and delivered, shall constitute the entire agreement of the Parties with respect to the subject matter hereof, superseding and extinguishing all prior agreements, understandings and representations and warranties relating to the subject matter hereof.

SECTION 4.18 COUNTERPARTS; SIGNATURES. This Agreement may be executed in one or more counterpart signatures, and each counterpart when so executed and delivered shall be an original instrument, but such counterparts together shall constitute a single agreement. Except as the Parties may otherwise agree in writing from time to time, a signature delivered by facsimile or electronic mail in accordance with Section 4.4 shall be deemed an original signature, and the Parties hereby waive any objection to such signature or to the validity of the underlying agreement on the basis of the signature's legal effect, validity or enforceability solely because it is in facsimile or electronic form. Such signature shall be

accepted by the receiving Party as an original signature and shall be binding on the Party delivering such signature.

SECTION 4.19 WAIVER OF IMMUNITY. Each Party, as to itself and its assets, hereby irrevocably and unconditionally waives any right of immunity (sovereign or otherwise) and agrees not to claim or assert any immunity with respect to the matters covered by this Agreement or any arbitration, suit or action with respect to this Agreement, whether arising by statute or otherwise, which it may have or may subsequently acquire, including rights under the doctrines of sovereign immunity and act of state, immunity from legal process (including service of process or notice, pre-judgment or pre-award attachment, attachment in aid of execution, or otherwise), immunity from jurisdiction or judgment of any court, arbitrator or tribunal (including any objection or claim on the basis of inconvenient forum), and immunity from enforcement or execution of any award or judgment or any other remedy.

SECTION 4.20 DEFINITIONS. All capitalized terms used and defined herein shall have the meaning given such terms in this Agreement.

SECTION 4.21 RULES OF CONSTRUCTION. The following rules of construction shall be followed when interpreting this Agreement:

- (a) words importing the singular also include the plural and vice versa;
- (b) references to natural persons or parties include firms or any other entity having legal capacity;
- (c) words importing one gender include the other gender;
- (d) the words “include,” “including,” and variants thereof mean “includes, but not limited to” and corresponding variant expressions;
- (e) except as otherwise set forth herein, all references contained herein to contracts, agreements, or other documents shall be deemed to mean such contracts, agreements or documents, as the same may be modified, supplemented, or amended from time to time;
- (f) each reference to any law shall be construed as a reference to such law as it may have been, or may from time to time be, amended, replaced, extended or re-enacted and shall include any subordinate legislation, rule or regulation promulgated under any such law and all protocols, codes, proclamations and ordinances issued or otherwise applicable under any such law;
- (g) the terms “hereof,” “herein,” “hereto,” “hereunder” and words of similar or like import, refer to this entire Agreement and not any one particular Article, Section, Schedule, or other subdivision of this Agreement;
- (g) except as otherwise expressly specified herein, any reference to an Article, Section, clause, Exhibit or Schedule shall mean an Article, Section, clause, Exhibit or Schedule of this Agreement;

(i) all references to notices, permits, licenses, consents, requests, instructions, approvals, and authorizations and any equivalent actions hereunder shall mean written notices, permits, licenses, consents, requests, instructions, approvals, and authorizations in accordance with Section 4.22;

(j) any reference to “business days” shall mean any day other than a Saturday, Sunday, commercial banking holiday in Dar es Salaam, Tanzania or Washington, D.C., United States of America, or a national or federal holiday in Tanzania or the United States of America, and any reference to “day” shall mean a calendar day; and

(k) any reference to “month,” “quarter” or “year” shall have the common meaning given such terms based on a Gregorian calendar year beginning on January 1 and ending on December 31 and divided into four approximately equal quarters beginning on each January 1, April 1, July 1 and October 1 of each such respective calendar year.

SECTION 4.22 WRITTEN CONSENTS, APPROVALS AND NOTICES. Notices, permits, consents, licenses, approvals, requests, instructions and authorizations, and any equivalent actions, to be provided or made hereunder shall only be effective if done in writing.

SECTION 4.23 LANGUAGE. This Agreement is prepared and executed in English. In the event of any ambiguity or conflict between this official English version and any other version translated into any language for the convenience of the Parties, this official English language version shall prevail.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

MCA-Tanzania,
As Principal

[_____],
as Procurement Services Consultant

By: _____

Name:
Title:

By: _____

Name:
Title:

EXHIBIT A

DESCRIPTION OF AGENCY SERVICES

[TO BE PROVIDED BASED ON RFP TERMS OF REFERENCE]

EXHIBIT B

STAFFING AND SUBCONTRACTOR PLAN

*[TO BE PROPOSED BY THE PROCUREMENT SERVICES CONSULTANT AND AGREED
DURING NEGOTIATIONS]*

EXHIBIT C

FEES

[TO BE AGREED UPON]

EXHIBIT D**DEFINITIONS**

“609(g) Grant Agreement” shall mean the Grant and Implementation Agreement for Compact Development, dated as of [____] among MCC, MCA-Tanzania and the Government.

“609(g) Records” shall mean the accounting books, records, documents and other evidence relating to the 609(g) Grant Agreement adequate to show to MCC’s satisfaction the use of MCC Funding in accordance with the 609(g) Grant Agreement.

“Action” shall have the meaning set forth in Section 2.3(b).

“Additional Representative” shall have the meaning set forth in Section 4.6.

“Agency Services” shall have the meaning set forth in Section 1.3.

“Agreement” shall have the meaning set forth in the Preamble to this Agreement.

“Attachments” shall have the meaning set forth in Section 4.13.

“Audit Plan” shall mean a plan for the audit of certain expenditures adopted and implemented by MCA-Tanzania in accordance with the terms of the 609(g) Grant Agreement and the Compact.

“CIF Implementation Document” shall have the meaning set forth in Section 1.7.

“Compact” shall have the meaning set forth in the Recitals to this Agreement.

“Compact Implementation Funding” shall mean the a amount, expressed in United States Dollars that MCC grants to the Government pursuant to the Compact to help the Government implement the Program, as support the activities more particularly defined in Section [2.2] of the Compact.

“Compact Records” shall mean accounting books, records, documents and other evidence relating to the Compact adequate to show to MCC’s satisfaction the use of all MCC Funding in accordance with Section [3.7] of the Compact.

“Confidential Information” shall have the meaning set forth in Section 4.2.

“Effective Date” shall have the meaning set forth in the Preamble to this Agreement.

“FCPA” shall have the meaning set forth in Section 2.6(d).

“Fees” shall have the meaning set forth in Section 2.2(a).

“Fiscal Accountability Plan” shall mean the Fiscal Accountability Plan adopted and implemented pursuant to the 609(g) Grant Agreement and the Compact.

“Fiscal Agent” shall mean the fiscal agent appointed and duly acting as the fiscal agent under the terms of a Fiscal Agent Agreement dated as of [____] by and between MCA-Tanzania and the Ministry of Finance of the United Republic of Tanzania.

“Government” shall have the meaning set forth in the Preamble to this Agreement.

“Implementation Plans” shall mean that set of documents, in form and substance approved by MCC, consisting of (a) the work plan, (b) the detailed financial plan, (c) the indicator performance plan and (d) an audit plan (all as defined in and as developed, adopted and implemented by MCA-Tanzania in accordance with the Compact.

“Inspector General” shall mean the Inspector General of MCC.

“MCA-Tanzania” shall have the meaning set forth in the Preamble to this Agreement.

“MCA-Tanzania Losses” shall have the meaning set forth in Section 2.4(a).

“MCA-Tanzania Principal Representative” shall have the meaning set forth in Section 4.6.

“MCC” shall have the meaning set forth in the Recitals to this Agreement.

“MCC Funding” shall mean both (a) the amount, expressed in United States Dollars that MCC grants to the Government pursuant to the 609(g) Grant Agreement and (b) the amount, expressed in United States Dollars that MCC grants to the Government pursuant to the Compact, each as more particularly defined therein.

“MCC Indemnified Party” shall have the meaning set forth in Section 2.4(a).

“MCC Program Procurement Guidelines” shall mean Program procurement guidelines which MCC may provide the Government in writing or by posting on the MCC Website.

“MCC Website” shall mean www.mcc.gov.

“Party” and **“Parties”** shall have the meanings set forth in the Preamble to this Agreement.

“Permitted Account” shall mean any account established by the Government and acceptable to MCC pursuant to the terms of the 609(g) Grant Agreement and the Compact.

“Permitted Designee” shall mean any entity designated by the Government in accordance with the terms of the Program Implementation Agreement to oversee and manage the implementation of the Program on behalf of the Government.

“Principal Representative” and **“Principal Representatives”** shall have the meanings set forth in Section 4.6.

“Procurement Plan” shall mean the procurement plan adopted and implemented for purposes of implementing the Program under this Agreement.

“Procurement Services Consultant” shall have the meaning set forth in the Preamble to this Agreement.

“Procurement Services Consultant Losses” shall have the meaning set forth in Section 2.4(b).

“Procurement Services Consultant Principal Representative” shall have the meaning set forth in Section 4.6.

“Program” shall mean the Program to achieve the goal and objectives of the Compact as set forth in the Compact.

“Program Assets” shall mean MCC Funding, interest accrued thereon, and any assets, goods, or property (real, tangible, or intangible) purchased or financed in whole or in part (directly or indirectly) by MCC Funding.

“Program Implementation Agreement” shall mean the Program Implementation Agreement, dated as of [___] among MCC, MCA-Tanzania and the Government

“Project” shall mean the projects that make up the Program as more particularly described in Annex I to the Compact.

“Rules” shall have the meaning set forth in Section 4.8(a).

“Successor Procurement Services Consultant” shall have the meaning set forth in Section 3.3(c).

“Successor Procurement Services Consultant Agreement” shall have the meaning set forth in Section 3.3(d).

“Supplemental Agreement” shall mean [___]; *provided, however*, that for all purposes of this Agreement, each CIF Implementation Document shall also constitute a Supplemental Agreement.

“Tanzania” shall have the meaning set forth in the Recitals to this Agreement.

“Taxes” shall mean any taxes, duties, levies, contributions or other charges in Tanzania on the Program, MCC Funding, interest or earnings on MCC Funding, any Project or activity implemented under the Program, goods, works, services and other assets and activities related to the Program or any Project, persons and entities that provide such goods, works, services and assets or perform such activities, and income, profits and payments with respect thereto.

“Term” shall have the meaning set forth in Section 3.1.