Instruction to Suppliers

Harmonising Registrations and identification in emergencies in Somalia

EARF/ITT/020

15 May 2018
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**Background on the EARF**

1. **Introduction**

The East Africa Research Fund (EARF) is a funding mechanism designed to procure and manage a portfolio of research projects under the Strategic Research and Evidence support programme managed by the East Africa Research Hub (EARH) of the Department for International Development (DFID), located in Nairobi, Kenya. PwC was contracted by DFID to manage the fund and throughout this document is referred to as the Fund Manager.

2. **East Africa Research Hub**

Established in September 2013, the East Africa Research Hub supports DFID country offices to make the best use of available evidence and to generate new, operationally relevant knowledge. The Hub will cover Kenya, Tanzania, Uganda, Rwanda, Ethiopia and Somalia, and where requested Sudan and South Sudan. It has four main objectives:

- Supporting DFID country offices in the region to use and generate high-quality relevant research and evidence;
- Supporting regional relevant research which addresses key challenges for countries in the region or are cross-border issues;
- Strengthening the research capacity and systems in East Africa; and
- Promoting cross-UK government work on science, technology and innovation.

The first two objectives will be achieved through the Strategic Research and Evidence programme, while the second two objectives will be met through the Research Systems Strengthening and Capacity Building programme.

The Strategic Research and Evidence programme which the Fund is supporting has two components: the East Africa **Country Research Fund** and the **Regional Research Programme**. The **Country Research Fund** will support DFID country offices in Kenya, Tanzania, Uganda, Rwanda, Ethiopia and Somalia (and where requested, Sudan and South Sudan), external agencies working in East Africa, and DFID regional advisers to make the best use of available evidence and generate new knowledge. This will enable DFID country offices and regional teams, as well as external agencies, to design and implement smarter programmes through the use of the latest evidence in East Africa.

The **Regional Research Programme** will enable DFID to fund country-specific or regional research in the East Africa region to support effective policies and programmes on key issues in the region. Seven priority regional research areas have been identified through extensive consultation with DFID country offices, DFID regional advisors and external stakeholders in the region. These are:

- How to promote better resilience and livelihoods in the dry lands of East Africa;
- How to ensure the discovery of natural resources, such as oil and gas, benefit poor people in the region;
- What are the barriers and enablers to regional economic integration;
- How to promote economic development that benefits the poor;
- How to harness the benefits of urbanisation for the poor, particularly women and girls;
- Tackling corruption; and
- Conflict and security

All research studies will be regional public goods and will be available to governments, donors and relevant stakeholders to promote evidence-based policy making in the region.

The **expected results** from the programme will be:

- Production of high-quality, country relevant evidence products demanded by DFID country offices in the East Africa region;
- High-quality, regionally relevant evidence products which address key East Africa research priorities.
- Peer reviewed research products, such as academic papers; and
• Well planned research uptake strategies of individual research projects that ensure that this new evidence contributes to policies and programmes in the region.

It is expected that the overall impact will be increased evidence informed decision-making in the East Africa region, both from DFID country offices and the wider policy-maker and practitioner community. The expected outcome will be available, accessible, and high-quality contextualised research findings on country-specific and regional research themes.

**Instructions for Submitting a Tender**

1. **Purpose of the Invitation To Tender (ITT)**

The purpose of the Invitation to Tender (ITT) is to provide potential research supplier organisations with an opportunity to competitively bid for the tender by developing and submitting complete proposals. Once submitted, the proposals will be subject to rigorous technical and commercial evaluation, after which the supplier with the most responsive proposal will be awarded the tender. These instructions provide guidance on the key aspects of the Fund’s procurement policies and procedures that suppliers require to adhere to as they prepare their proposals.

2. **Format of the bid**

Suppliers should submit their application bids in the format prescribed within this section. Material deviation from this format will constitute non-compliance and may lead to rejection of the bid.

A complete application pack comprises three components as follows:

- **Component 1: Technical Proposal**
  
  A. Executive Summary
  B. Technical bid
  C. Research methodology (An optional template is provided)
  D. Annexes to the proposal

- **Component 2: Commercial Proposal**
  
  E. Commercial bid to be submitted as an worksheet provided as “Commercial Proposal Template”

A. **Executive Summary**

The summary should provide a brief overview of the bid, highlighting key areas of the Technical bid, and describing how you intend to achieve the outputs within the proposed resources. The summary should **not exceed 3 pages in length**.

**Note:** No pricing detail should be included in the Executive Summary.

B. **Technical bid**

In developing the technical bid applicant suppliers should take note of the following:

- The technical bid should **not exceed 20 pages** (excluding any relevant annexes), **Arial Font (11 Point) with 1.5 spacing**.
- **No pricing detail should be included within the technical bid.**
- Suppliers should familiarize themselves with the evaluation criteria that is provided separately and which will be used to assess the bid.
- Be clear, precise and to the point in writing the technical bid.
In terms of structure, EARF proposes that the following headings be followed in laying out the written proposal. As far as possible, the suppliers should avoid from materially deviating from the sequence.

1) **Qualifications to the Terms of Reference (ToRs)** should demonstrate the suppliers understanding and interpretation of the Terms of Reference;

2) **Rationale, problem analysis** and theoretical basis for undertaking the research work;

3) **Research Methodology** which clearly sets out measures to ensure robustness of the approach to be taken. The template provided is a guide and applicants can use it to present their methodology;

4) **Research and management capability** of the research team. Provide within the main body of the proposal brief (not more than a three quarters of a page) descriptive summaries of the Team Leader and other researchers (one per researcher) highlighting their academic qualifications, their role in the research study and providing evidence of their past track record in undertaking similar research work. Guidance on how the summary sheet should be structured is provided below:

<table>
<thead>
<tr>
<th>Name and title of the Researcher:</th>
<th>Current institutional affiliation:</th>
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<tbody>
<tr>
<td>Proposed role in the project:</td>
<td></td>
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<tr>
<td>Highest academic training attained and date of completion:</td>
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<tr>
<td>Relevant experience:</td>
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</tr>
<tr>
<td>Full references (including web links where applicable) of relevant peer-reviewed publications that are products of your most recent research work (not more than 5):</td>
<td></td>
</tr>
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5) **Organizational track record** in undertaking similar work;

6) **Quality assurance** and **Performance** management;

7) **Programme management** arrangements including monitoring and evaluation plans and tools; and

8) Approach to enhance **policy uptake and communications plan**.

C. **Annexes to the proposal.**

The following **must be provided** as annexes to the technical proposal:

- Detailed work plan;
- Summary table demonstrating the Level of Effort of key members of the research team;
- Contacts of organizational references who can demonstrate your relevant research experience;
- Contractual agreements in case of joint ventures, subcontracting arrangements etc.;
- Declaration of Non-Canvassing and Non-Collusive Tendering;
- Acceptance of duty of care; and
- Research methodology summary.

D. **Commercial bid**

In developing the Commercial bid, applicant suppliers should take note of the following:

- The Commercial bid is prepared in accordance to instructions provided in the ‘**guidance sheet**’ which is part of the Commercial template.
- The Commercial bid is structured into 3 sections provided as excel worksheets of the Commercial template. These are:
a) Financial Methodology;  
b) Detailed Financial Plan; and  
c) Milestone Breakdown.

Section 1: Financial Methodology worksheet

The Financial Methodology explains the rational of your organization’s Commercial bid and how it offers the best value possible. This section should demonstrate that your business processes are sufficiently robust to ensure delivery of the project as per the ToR’s.

Within this section applicant should ensure they include the following information:

- **Benchmarking and determination of fee rates** - Provide details on how the professional fees have been arrived supported by the basis and evidence used in setting (or benchmarking) the fees.

- **Risk management** - Analysis of financial risk, programmatic and management risks that may affect the research while providing the mitigation measures put in place.

- **Value for Money (VfM)** - Analyze how VfM will be achieved with reference to the 3E’s—Economy, Efficiency, and Effectiveness. Ensure you explain how each of the 3E’s is likely to be achieved during implementation of the project.

Section 2: Detailed Financial plan worksheet

- Provide detailed financial plans using the templates provided in the excel file of the commercial template.

- **Notes/Budget narrative.** Provide brief explanations of the budget lines. This enables better understanding of budget costs.

- Include proof of exchange rates if applicable.

Section 3: Milestone Breakdown worksheet

- Provide a Financial Breakdown by milestone of professional fees charged in the Detailed Financial plan using the template provided.

3. Language

All communications and documents (proposals, contract, reports and outputs etc.) will be in English.

4. Period of performance of contract

The supplier is expected to propose the expected period of performance for this contract. The Supplier should ensure efficiency and effectiveness in the performance of this contract, and satisfactory delivery on the deliverables as set forth in the Terms of reference clause: 21.

5. Currency of operation

The base currency for all research projects shall be **Pound Sterling (GBP)**. All suppliers shall be expected to submit commercial bids in GBP.

6. Cost of preparation of bids

Suppliers will be responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT bid. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this ITT by EARF at any time.
EARF shall have no liability whatsoever to suppliers for the costs of any amendments, changes, discussions or communications.

In no circumstances shall the EARF be liable for any costs incurred by a supplier in relation to the procurement process.

In the event that none of the bids are considered satisfactory, EARF reserves the right to consider alternative procurement options including a decision not to award a contract. EARF will not bear any costs in respect of any abortive effort should no contract be awarded.

7. **Contract type**

The EARF shall award an **output based contract** for the specific deliverables.

8. **Personnel & logistics**

The supplier will ensure the nominated personnel are involved in research project. Any changes in the nominated personnel will require the approval of the EARF/DFID EARH.

The supplier will be responsible for directs costs for administrative and logistical support to fulfil the requirements of this contract.

The supplier’s commercial bid must include costs related to research, travel, meetings and workshops if necessary. All expenditures will be reviewed for allow ability.

9. **Budget**

The cost for the performance of work and production of deliverables will be based on the supplier’s commercial bid and negotiations with EARF. On contracting, the supplier shall **NOT** exceed the negotiated award amount indicated in the supplier contract.

10. **Taxes**

The supplier’s commercial bid shall include a tax component as applicable.

PwC reserves the right to deduct taxes (where applicable) from payments made to the supplier in accordance with applicable Kenyan tax legislations: PwC will charge (1) **VAT** (if applicable) and/or (2) **withholding tax** at the rates prescribed by the VAT Act and Kenya Income Tax Act respectively. This information could be found at [http://taxsummaries.pwc.com/uk/taxsummaries/wwts.nsf/ID/Kenya-Corporate-Withholding-taxes](http://taxsummaries.pwc.com/uk/taxsummaries/wwts.nsf/ID/Kenya-Corporate-Withholding-taxes)

**Note:** A template to assist in calculation of the applicable tax is included in the commercial template. Suppliers are strongly encouraged to seek clarifications from EARF.

The supplier shall agree to reimburse PwC in respect of any contributions demanded by the Kenya Revenue Authority (or the equivalent competent authority in any applicable jurisdiction) in relation to the services, this agreement or any of your staff. **This provision is subject to the provisions of the Kenya Income Tax Act.**

11. **Sub contracts/Consortia**

Suppliers may opt to submit bids as consortia or subcontracts to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, offer lower prices.

For sub-contracting arrangements, the lead entity shall submit, together with the bid to this ITT, **the sub-contracting agreements.**

12. **Conflict of interest**

Suppliers must disclose in their bid any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition or if awarded the contract. This
also applies to any sub-contractors proposed by the Supplier. Where suppliers identify any potential conflicts they should state how they intend to avoid such conflicts.

The supplier must not, at any time before the submission deadline, make contact with any other employee, agent, development partner, recipient or any other person who is in any way connected with this ITT. Suppliers who do not comply with this requirement will be disqualified.

The EARP reserves the right to reject any bid which, in its opinion, gives rise, or could potentially give rise to, a conflict of interest.

13. Fraud and corruption
EARF operates a zero tolerance policy on fraud and corruption. In this regard, the EARP will not tolerate any acts of fraud, corruption and/or bribery by its staff, suppliers, peer reviewers or other parties involved in EARP activities directly or indirectly.

14. Research ethics
Suppliers are expected to observe the highest standards of research ethics and principles in line with DFID guidance on research. More information can be found at https://www.gov.uk/government/publications/dfid-ethics-principles-for-research-and-evaluation.

15. Research licences/permits
Suppliers are expected to ensure that they are familiar and conform to the research licensing requirements issued by the national regulatory authorities where the research project will be implemented.

16. Disclosures
The Supplier must disclose:

a. If they or any of the supplier’s sub-contractors:
   i. Are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing;
   ii. Has been convicted of any offence concerning professional misconduct; or
   iii. Has not fulfilled any obligations relating to the payment of statutory requirements.

b. If they or any of the supplier’s sub-contractors have been convicted of, or are the subject of any proceedings, relating to:
   i. Participation in criminal organization;
   ii. Corruption including the offence of bribery;
   iii. Fraud including theft, and not fulfilling any obligations relating to payment of taxes; and
   iv. Money laundering.
   v. Funding terrorism

c. If the supplier or if any of the supplier’s sub-contractors are, or have reason to believe that they may have been, or are subject of any proceedings, that may be listed by the World Bank in its ‘Listings of Ineligible Firms’ or “Listings of Firms, Letters of Reprimand” posted at http://www.worldbank.org” or on any similar list maintained by any other donor of development funding, or any contracting authority e.g. https://www.sam.gov/portal/, http://www.un.org/Docs/sc/committees/1267/consolist.shtml, http://www.treas.gov/offices/enforcement/ofac/sdn/index.shtml

Disclosure extends to any company in the same group of the supplier (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the supplier is associated in respect of this bid).

Where any misconduct or complaint is disclosed, it will be assessed by the EARF as to whether the supplier should be excluded from this ITT process. The EARF may seek additional information from the supplier or other competent authorities where EARF deems it necessary in order to make a decision on eligibility.
17. **Collusion/Canvassing**

Any supplier who:

a. Fixes or adjusts the amount of its bid by or in accordance with any agreement or arrangement with any other party; or
b. Communicates to any party other than EARF or, the amount or approximate amount of its proposed bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or any necessary security); or
c. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a bid; or
d. Enters into any agreement or arrangement with any other party as to the amount of any bid submitted; or
e. Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid, any act or omission;

Shall (without prejudice to any other civil remedies available to EARF and without prejudice to any criminal liability which such conduct by a supplier may attract), be disqualified.

18. **Confidentiality**

All material issued in connection with this ITT shall remain the property of the EARF and shall be used only for the purpose of this procurement exercise.

The contents of this ITT are being made available by the EARF on condition that:

a. Suppliers shall at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;
b. Suppliers shall not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid;
c. Suppliers shall not undertake any publicity activity in connection with this ITT within any section of the media; and
d. Suppliers may disclose, distribute or pass any of the information to the supplier’s advisers, subcontractors or to another person provided that either:
   i. This is done for the sole purpose of enabling a bid to be submitted and the person receiving the information undertakes in writing to keep the Information confidential on the same terms as if that person were the supplier; or
   ii. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the ITT;

19. **Duty of Care**

All personnel engaged by the Supplier (including their employees, sub-contractors or agents) under an EARF contract will come under the Duty of Care of the lead supplier. The supplier is responsible for the safety and well-being of their personnel and any Third Parties affected by their activities, including appropriate security arrangements. The supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property. Risk assessments and travel advisory updates can be found at [https://www.gov.uk/foreign-travel-advice](https://www.gov.uk/foreign-travel-advice).

Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the supplier has been contracted to deliver (if successful in being awarded the contract).

The supplier must comply with the Duty of Care requirements set out in the Terms of Reference (section 40) contained in this ITT pack.

EARF will not award a contract to a supplier who cannot demonstrate that they are willing to accept and have the capability to manage their Duty of Care responsibilities in relation to the specific procurement.
Suppliers must develop their bids on the basis of being fully responsible for Duty of Care in line with the details provided above. They must confirm in their bid that:

- a. They fully accept responsibility for security and Duty of Care;
- b. They understand the potential risks and have the knowledge and experience to develop an effective risk plan; and
- c. They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

If any supplier is unwilling or unable to accept responsibility for security and Duty of Care as detailed above, their bid will be viewed as non-compliant and excluded from further evaluation.

### 20. Disclaimers

Whilst the information and supporting documents provided in this ITT Pack have been prepared in good faith, it does not purport to be comprehensive. Neither does EARF nor their advisors, officers, members, partners, employees, other staff or agents:

- a. Make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- b. Accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information, nor shall any of them be liable for any loss or damage (other than in respect of deceit or fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

### 21. Signing of bids

The bid shall be signed by a person or persons duly authorized to bind the supplier to the contract.

A bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the supplier, in which case such corrections shall be initialled by the person or persons signing the Bid.

### 22. Clarification of questions

A supplier requiring any clarification of the solicitation documents may notify EARF through the Automated Procurement Portal accessed on [www.earesearchfund.org](http://www.earesearchfund.org).

The Fund Manager will provide responses to the questions on a rolling basis. The final responses will be provided one week to the closure of the call for proposals.

To ensure equity, the questions raised and responses made by EARF will be notified to all suppliers without disclosure of the initiator.

### 23. Amendment of solicitation documents

At any time prior to the deadline for submission of bids, EARF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective supplier, modify the solicitation documents by amendment.

The amendment shall refer to the original solicitation documents, include the amendment number, and set forth in a clear and complete manner the exact changes made.

EARF shall evaluate whether ample time remains for the invited suppliers to consider the amended solicitation documents and consider extension of the deadlines.
24. **Method of submission**

Suppliers are required to submit their bid through the EARF Automated Procurement Portal accessed on [www.earesearchfund.org](http://www.earesearchfund.org).

25. **Deadline for Submission of Bids**

EARF may, at its discretion, extend this deadline for the submission of the bids by amending the solicitation documents in accordance with the **clause 23 (Amendments of Solicitation Documents)** in which case all rights and obligations of the EARF and suppliers previously subject to the deadline will thereafter be subject to the deadline as extended.

26. **Modification/withdrawal of bids submitted**

Suppliers may modify submissions prior to the submission closing date and time.

A supplier may withdraw its submission at any time during the procurement process. Such withdrawal notice shall be in the form of a written notice to the EARF.

27. **Validity of Bids**

Suppliers should provide a validity period of **180 days** for all bids submitted.

28. **Treatment of Bids**

When a bid is submitted, the EARF will:

- a. Ensure limited access to the bids;
- b. Reject bids received after the deadline of receipt of bids;
- c. Disqualify any non-compliant Bids (i.e. bids failing to meet the terms of these instructions) received;
- d. Ensure that all bids are evaluated objectively, in line with the evaluation criteria specified in this ITT pack;
- e. Following evaluation, inform the suppliers of the decision made; and
- f. Following evaluation, provide feedback to each supplier within the bounds of confidentiality.

29. **Right to accept or reject bids**

EARF reserves the right to accept or reject any bid, to annul the solicitation process and reject all bids at any time prior to entering into a contract, without thereby incurring any liability to the affected supplier(s) or any obligation to provide information on the grounds for the action.

30. **Right to cancel, clarify or vary the process**

The EARF shall not be committed to any course of action as a result of:

- i. Issuing this ITT or any invitation to participate in this procurement exercise;
- ii. Communicating with a supplier or a supplier’s representatives in respect of this procurement exercise; or

By taking part in this competitive exercise, suppliers accept that EARF shall not be bound to accept any bid and reserves the right not to conclude a contract for some or all of the services for which bids are invited.

EARF reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

31. **Distribution of Bids and Freedom of Information**

EARF may disclose bid information to its officers, employees, partners, agents or partners for the purposes of conducting this competitive exercise and subsequent contract management.

In respect of any information submitted by a supplier that it considers being commercially sensitive, the supplier should:
Where a supplier identifies information as commercially sensitive, EARF will endeavour to maintain confidentiality. EARF is required to form an independent judgment concerning whether the information is exempt from disclosure or not.

32. Evaluation of Bids

Compliance check: Suppliers are expected to comply with all corresponding instructions, forms, terms and specifications contained in the solicitation documents. Failure to comply with these instructions & documents shall lead to rejection of the submission.

Technical/commercial evaluation: Technical and commercial evaluations shall be carried out according to the criteria set out in the evaluation and scoring methodology.

Technical evaluations shall evaluate the proposed methodology, capacity to undertake the research based on previous experience, and quality of personnel to be involved in the research project.

Commercial evaluations shall evaluate costs to be incurred in achieving the proposed methodology; considering reasonability of costs and value for money. The costs should be tied to the proposed methodology and the deliverables/ outputs to be achieved.

The contract shall be awarded to the bid that is most responsive to the needs of the ToR and provides best value for money.

33. Pre-award interviews

When there is need for the technical team to seek clarifications on approach of technically responsive bids, suppliers may be invited for an interview in order to present the technical bid and respond to any requests for clarification. Meetings shall be documented.

The EARH will, based on the outcome of the consensus meeting, pre-award interviews and due diligence assessment, make a decision on the suppliers to be awarded the contracts.

34. Award

In the event of an award, EARF shall award the contract to the suppliers whose bids are most responsive to the needs and requirements of the Terms of Reference. The successful suppliers shall be notified in writing.

35. Standstill period

EARF shall provide for a standstill period of 5 working days to allow unsuccessful suppliers to make appeals.

36. Complaints & appeals

When a supplier believes to have been adversely affected by an error or irregularity allegedly committed as part of a selection procedure or procurement, or that the procedure was violated by any misadministration, they may file a complaint to EARF clearly stating the complaint.

The basis of the complaint shall be how the person was adversely affected and not to merely obtain a second evaluation or express disagreement with the final award decision.

The appeal must be made within 5 working days upon receipt of the award decision.

37. Non-Disclosure Agreements

Potential awardees will be required to sign non-disclosure agreement. This will allow EARF and the suppliers to have discussions about the project and potential contract before it is signed. Without a non-disclosure agreement, EARF is unable to issue a contract to a supplier.
38. **Signing of contract**

The contract shall be signed after the stand still period subject to resolution of any complaints/ appeals that may arise thereof.

39. **Payments**

All payments must be linked to deliverables and based on invoices.

**Caveat**

This document has been prepared for the intended recipients only in accordance with the contract agreement between PricewaterhouseCoopers Limited and the Department for International Development (DFID).

To the extent permitted by law PwC does not accept or assume any liability, responsibility, or duty of care for any use or reliance on this document by anyone other than (i) the intended recipient to the extent agreed in the relevant contract for the matter to which this document relates (if any) or (ii) as expressly agreed by PwC at its sole discretion in writing in advance.