**COMMON MARKET FOR EASTERN AND**

 **SOUTHERN AFRICA**



**REQUEST FOR PROPOSALS**

**CONSULTANCY SERVICE FOR DEVELOPMENT OF THE COMESA REGIONAL QUALIFICATION FRAMEWORK**

**RFP Ref**: **CS/ADMN/PROC/25/04.22/SM/nc**

 **ISSUED ON: 22nd April 2025**

**CLOSING DATE: 20th May 2025**

For any queries on request for bids or for any question regarding the use of this template, please contact:

Head of Procurement,

COMESA Secretariat

Ben Bella Road, P.O. Box 30051,

Lusaka, Zambia
Phone: +260 211 229725/32
Fax: +260 211 225107

**Growing together, for Prosperity**

COMMON MARKET FOR EASTERN AND

**SOUTHERN AFRICA**



**السوق المشتركة**

**للشرق والجنوب الأفريقي**

**MARCHÉ COMMUN DE L’AFRIQUE ORIENTALE ET AUSTRALE**

**Tel : +260 211 229726/29**

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**COMESA Centre**

**Ben Bella Road**

**P O Box 30051**

**LUSAKA 10101**

**Zambia**

**OFFICE OF THE SECRETARY GENERAL**

Ref: CS/ADMN/PROC/25/04.22/SM/nc Date: 22 April 2025

**Letter of Invitation (LoI)**

***COMESA*** is inviting eligible firms to submit technical and financial proposals for the following services: **Consultancy service for development of the COMESA Regional qualification framework**to be procured under the Contract reference number **CS/ADMN/PROC/25/04.22/SM/nc**.

1. The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this RFP**.**
2. Your proposal must be presented as per Standard Proposal Forms attached as Annex 2 to this RFP in English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.
3. Submission of the technical and financial proposals must be in a written form to the email addresses below clearly quoting the reference number as stated.
4. You are required to submit both your technical and financial proposals at the same time but in different folders/attachments. The Financial proposal should be in pdf and MUST be password protected. Do not disclose this password to anyone until we contact you to do so.
5. Only successful firms which shall score over and above 70% in the technical evaluation shall be invited to the opening of the financial proposals. The selection method to be used is the Quality Cost Based Selection (QCBS) using the 80/20 rule.
6. Your proposal should be addressed and submitted to: ***tenders@comesa.int*** ***and copied to procurement@comesa.int***
7. The deadline for submission of your proposal, to the addresses indicated in Paragraph 6 is: **20th May 2025 at 15:00 hours LUSAKA TIME.**
8. Proposals submitted by Fax or hardcopies are notacceptable.
9. It is not permissible to transfer this invitation to any other firm.
10. The Technical Proposal will be evaluated against the following criteria.

|  |  |  |
| --- | --- | --- |
| No | **Evaluation attribute** | **Percentage Points**  |
| 1 | Firm’s Understanding of Client’s requirements | **20** |
| 2 | Approach and methodology | **15** |
| 3 | Specific Experience of the firm in carrying out similar assignments | **40** |
| 4 | Qualifications and Experience of proposed Consultant.  | **25** |
|  | **Total** | **100** |

The number of points to be given under each evaluation sub criteria for qualifications of Experts are:

|  |  |
| --- | --- |
| **Sub-criteria**  | **Percentage from Total Number of Points Allocated to the Criteria** |
| (i) General Qualifications | 25% |
| (ii) Adequacy for the Project | 60 % |
| (iii) Experience in Region | 15 % |
| **Total**  | **100 %** |

1. Your proposal should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this RFP:

(i) PRICES: The financial proposal shall be inclusive of all expenses deemed necessary by the Contractor for the performance of the Contract and **must not include**any of the following taxes in Procuring Entity Zambia: value added tax and social charges or/and income taxes on non-resident personnel’s fees and benefits.

(ii) EVALUATION AND AWARD OF CONTRACT:

The evaluation shall be based on the following attributes:

1. The overall responsiveness and quality of the proposal, clearly stating the understanding of the work to be performed;
2. Technical ability of the bidder to perform the required services;
3. The experience and reputation of the bidder as represented in the response and the quality of the references;
4. Cost of services. Fees and expenses will be particularly important factors when all other evaluation criteria are relatively equal.

The Technical proposal will be assigned a weight of 80% and the financial proposal will be weighted at 20%.

(iii) VALIDITY OF THE PROPOSAL: Your proposal should be valid for a period of 120 days from the date for deadline for submission indicated in Paragraph 7 above.

1. The assignment is expected to commence five (5) days after contract signing but not later than two weeks from the date of signature of the Contract.
2. Additional request for information and clarifications can be request, no later than 7 calendar days prior to the deadline indicated in the paragraph 7 above, from:

Procurement Unit

Common Market for Eastern and Southern Africa

Ground Floor, COMESA Centre, Ben Bella Road,

P.O. Box 30051, Lusaka – Zambia,

Telephone: +260 211 2297226/29.

Web: http://www.comesa.int

Email: procurement@comesa.int

**Contact person**: Niva Chokwe

**E-mail**: *NChokwe@comesa.int*

**ANNEXES:**

ANNEX 1: Terms of Reference

ANNEX 2: Technical Proposal Submission Forms

ANNEX 3: Financial Proposal Submission Forms

ANNEX 4: Standard Contract/Terms and Conditions

**Sincerely,**

**Signature***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Name:** Silver Mwesigwa

**Title**: Head of Procurement and General services Unit

1. **BACKGROUND**

The Common Market for Eastern and Southern Africa (COMESA) is a Regional Economic Community comprising 21 member states. COMESA's objectives include sustainable economic development through economic and social progress in all Member States through increased co-operation and integration in all fields of development particularly in Trade, Customs and Monetary Affairs, Transport, Communication and Information Technology, Industry and Agriculture, Energy, Environment and Natural Resources including Gender and Social Development. The Secretariat is based in Lusaka, Zambia and is headed by COMESA Secretary General and the two Deputy Secretaries Generals.

The COMESA Secretariat wishes to engage a consultant to facilitate the development of the COMESA Regional Qualifications Framework. The consultant will among others be required to develop a regional qualifications framework that aligns with international standards and best practices and ensures that it promotes transparency, comparability, and recognition of qualifications across member states. The framework should also facilitate the recognition of skills and qualifications acquired within the regional economic community for employment and educational purposes.

1. **TERMS OF REFERENCE FOR THE CONSULTANT**

The consultant shall be responsible for:

1. Undertaking a Survey to collect Member States National Qualifications Frameworks in collaboration with appointed focal point persons from the Member States;
2. Conduct a comprehensive analysis of existing National Qualifications Frameworks within COMESA Member States;
3. Develop a draft COMESA Regional Qualifications Framework that outlines the structure, levels, descriptors, and credit transfer mechanisms in the three Official languages (English, Arabic, French);
4. Benchmark the draft COMESA Regional Qualifications Framework against Regional, Continental and Global qualifications frameworks to identify best practices and standards;
5. Submit the proposed COMESA Regional Qualifications Framework and the implementation plan to the Technical Working Group (TWG) for consideration; and
6. Facilitate the TWG to present the COMESA Regional Qualifications Framework to the Task Force and Council of Ministers for approval.
7. **Deliverables/Expected Outputs**

The consultant is expected to deliver the following:

|  |  |
| --- | --- |
| **Deliverables**  | **No of workdays required** |
| 1. Provide an inception report highlighting the approach and methodology of the assignment that will be shared and approved by the TWG
2. Task Force to provide comments within a week
3. Consultant to prepare first draft report within a week and TWG to provide comments within a week
4. Prepare final Report within 15 days
5. TWG meeting to be convened within 15 days of receipt of the Report
 | 50 days spread over a period of 3 months  |

1. **Qualifications and Experience**

The consultant shall have the following minimum qualifications and experience:

1. PhD in Education or related field;
2. At least ten (10) years of relevant professional experience in the area of education, higher education, technical, vocational education and training;
3. Extensive experience in development and review of Continental, Regional and National qualification Frameworks;
4. Strong analytical and research skills, with the ability to gather and synthesize information from diverse sources; and
5. Excellent communication and facilitation skills, with experience in engaging stakeholders from different sectors and backgrounds.
6. **Eligibility**

Consultants shall refer to either Individual person or group of persons and may also include National Education Authorities.

1. **Contracting**

The Contract for the assignment shall be signed between COMESA Secretariat and the Consultant.

1. **Commencement date and Timeline**

The assignment shall commence on the date of the contract and shall be completed within a period of four (4) months.

1. **Supervision and Reporting**

The work of the Consultant shall be supervised by the Technical Working Group on the development of the COMESA Regional Qualifications Framework and the Director of Human Resource and Administration through regular progress updates, meetings and communication to monitor progress of the assignments.

1. **Duty Station**

The Consultant shall be required to work remotely with travel to Member States and the Secretariat where necessary.

1. **Terms and Conditions**

The consultant will adhere to all relevant policies, procedures, and ethical standards during the execution of the assignment.

Intellectual property rights for all deliverables will belong to the regional economic community.

1. **Proposal**

The consultant will submit a detailed proposal outlining the costs associated with conducting the assignment, including fees, travel expenses, and any other relevant expenditures.

1. **The proposed consultant should at least**
2. PhD in Education or related field;
3. At least ten (10) years of relevant professional experience in the area of education, higher education, technical, vocational education and training;
4. Extensive experience in development and review of Continental, Regional and National qualification Frameworks;
5. Strong analytical and research skills, with the ability to gather and synthesize information from diverse sources; and
6. Excellent communication and facilitation skills, with experience in engaging stakeholders from different sectors and backgrounds.

The proposals must be submitted with a cover letter containing confirmation that you have understood the Terms of Reference for the assignment.

**ANNEX 2: Technical Proposal Submission Proposal Forms**

[*Comments in brackets* [ ] *provide guidance to the Service Providers for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

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[Form TECH-1 Technical Proposal Submission Form 7](#_Toc267380180)

[Form TECH- 2 Comments and Suggestions on the Terms of Reference , on Counterpart Staff and Facilities to be Provided by the COMESA and on Draft Contract 8](#_Toc267380181)

[Form TECH-3 Description of Approach, Methodology and Work Plan for Performing the Assignment 9](#_Toc267380182)

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### **FORM TECH-1: Technical Proposal Submission Form**

[*Location, Date*]

To:

**COMESA SECRETARIAT**

**BEN BELLA ROAD**

**P.O BOX 30051**

**LUSAKA, ZAMBIA**

**Tel: 260 211 229725 – 32**

Dear Sirs,

 We, the undersigned, offer to provide the consulting services for [*insert title of assignment*] in accordance with your Request for Services number *[insert the number],* dated [*insert date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

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

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

 Our Proposal is binding upon us for the period indicated in the Paragraph 8(iii) of the Request for Services.

 We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 9 of the Request for Services.

 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 Firm:

Address:

1 [*Delete in case no Joint Venture or Consortium is foreseen.*]

### **FORM TECH- 2: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY COMESA AND ON STANDARD TERMS OF CONTRACT**

#### 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). Such suggestions should be concise and to the point and incorporated in your Proposal.*]

#### B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by COMESA as indicated in the TORs or include your own requirements of: administrative support, office space, local transportation, equipment, data, etc.*]

**C - On Standard Terms of Contract**

*[Please recommend any change in the standard Terms of Contract clauses you would like to see incorporated in the final Contract. Please indicate which of the proposed changes, if not accepted by COMESA could determine you to reject the Contract for this project. Use maximum 2 pages]*

**FORM TECH-3: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

* + 1. Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal divided into the following three chapters:
1. *Technical Approach and Methodology;*
2. *Work Plan; and*
3. *Organization and Staffing.*
	* + 1. Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by COMESA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*]

### **Form TECH-4: Team Composition and Task Assignments**

|  |
| --- |
| Professional Staff |
| Name of Staff | Area of Expertise | Position Assigned | Task Assigned |
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### **Form TECH – 5: Curriculum Vitae (CV) for Proposed Professional Staff**[[1]](#footnote-2)

|  |  |
| --- | --- |
| 1. **Family name:**
 | *[insert the name]* |
| 1. **First names:**
 | *[insert the names in full]* |
| 1. **Sex**
 | *[ ]* |
| 1. **Date of birth:**
 | *[insert the date]* |
| 1. **Nationality:**
 | *[insert the country or countries of citizenship]* |
| 1. **Contact Details:**
 | ***Address****: [insert the physical address]* |
|  | ***Phone:*** *[insert the phone and mobile no.]* |
|  | ***E-mail:*** *[insert the email]* |
| 1. **Education:**
 |  |
|  |  |
| **Institution:****[Date from – Date to]** | **Degree(s) or Diploma(s) obtained:** |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |
| *[indicate the month and the year]* | *[insert the name of the diploma and the specialty/major]* |

**7. Language Proficiency:** (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

|  |  |  |  |
| --- | --- | --- | --- |
| **Language** | **Reading** | **Speaking** | **Writing** |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |
| *[insert the language]* | *[insert the no.]* | *[insert the no.]* | *[insert the no.]* |

|  |  |
| --- | --- |
| **8. Membership of Professional Bodies:**  | *[indicate the name of the professional body]* |
| **9. Other Skills:** | *[insert the skills]* |
| **10. Present Position:** | *[insert the name]* |
| **11. Years of Experience:** | *[insert the no]* |
| **12. Key Qualifications:** (Relevant to the assignment)*[insert the key qualifications]* |

**13. Specific Experience in the Region:**

|  |  |
| --- | --- |
| **Country** | **Date from - Date to** |
| *[insert the country]* | *[indicate the month and the year]* |
| *[insert the country]* | *[indicate the month and the year]* |
| *[insert the country]* | *[indicate the month and the year]* |

1. **Professional Experience[[2]](#footnote-3):**

| **Date from – Date to** | **Location of the Assignment** | **Company& Reference Person (Name & Contact Details)** | **Position** | **Description** |
| --- | --- | --- | --- | --- |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:******Address of the company:******Phone:******Fax:******Email:*** ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long term position]* | ***Title of the Assignment******Beneficiary of the Assignment******Brief description of the Assignment:*** ***Responsibilities:*** |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:******Address of the company:******Phone:******Fax:******Email:*** ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long term position]* | ***Title of the Assignment******Beneficiary of the Assignment******Brief description of the Assignment:*** ***Responsibilities:*** |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:******Address of the company:******Phone:******Fax:******Email:*** ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long term position]* | ***Title of the Assignment******Beneficiary of the Assignment******Brief description of the Assignment:*** ***Responsibilities:*** |
|  |  |  |  |  |
| *[indicate the month and the year]* | *[indicate the country and the city]* | ***Name of the Company:******Address of the company:******Phone:******Fax:******Email:*** ***Name and title of the reference person from the company:*** | *[indicate the exact name and title and if it was a short term or a long-term position]* | ***Title of the Assignment******Beneficiary of the Assignment******Brief description of the Assignment:*** ***Responsibilities:*** |

1. **Other relevant information:** (e.g., Publications)

***[insert the details]***

1. ***Statement:***

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

I hereby declare that at any point in time, at the COMESA Secretariat request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience and indicated at points 8 and 14 above**[[3]](#footnote-4),** documents which are attached to this CV as photocopies.

By signing this statement, I also authorised the COMESA Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

|  |  |  |
| --- | --- | --- |
|  | Date: |  |

**ATTACHMENTS:** ***1) Proof of qualifications indicated at point No. 8***
 ***2) Proof of working experience indicated at point No. 14***

### **Form TECH-6: Staffing Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| N° | **Name of Staff[[4]](#footnote-5)** | **Staff Input (in the form of a bar chart)[[5]](#footnote-6)** | **Total staff-month/weeks input[[6]](#footnote-7)** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Home** | **Field[[7]](#footnote-8)** | **Total** |
| **Key Experts**  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Non key experts**  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [Field] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

 Full time input

 Part time input

### **Form TECH-7: Work Schedule**

|  |  |  |
| --- | --- | --- |
| **N°** | **Activity[[8]](#footnote-9)** | **Months[[9]](#footnote-10)** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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**ANNEX 3: Financial Proposal Submission Forms**

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

[Form FIN-1 Financial Proposal Submission Form 15](#_Toc267380419)

[Form FIN-2 Summary of Costs 16](#_Toc267380420)

[Form FIN-3 Breakdown of Remuneration1 17](#_Toc267380421)

[Form FIN-4 Breakdown of Reimbursable Expenses 18](#_Toc267380422)

## FORM FIN-1 FINANCIAL Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Procuring Entity*]

Dear Sirs,

 We, the undersigned, offer to provide the consulting services for [*Insert* *title of assignment*] in accordance with your Request for Services number *[insert the number],* dated [*insert date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*1[[10]](#footnote-11)]. This amount inclusive of all expenses deemed necessary by us for the performance of the Contract in accordance with the Terms of Reference requirements and our Technical Proposal and *[“does” or “does not” delete as applicable]* includeany of the following taxes in Zambia: value added tax and social charges or/and income taxes on non-resident Personnel’s fees and benefits.

Our Financial Proposal shall be binding upon us, subject to the modifications resulting from computation errors or other priced deviations identified during evaluation, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Paragraph Reference 8 (iii) of the Request for Services.

 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 Firm:

Address:

## FORM FIN-2: SUMMARY of Costs

|  |  |
| --- | --- |
| Cost component | **Costs** |
| **(US$)** |
| Remuneration |  |
| Reimbursable Expenses |  |
| Taxes**[[11]](#footnote-12)**[[12]](#footnote-13) |  |
| Total  |  |

## Form FIN-3 BREAKDOWN of Remuneration[[13]](#footnote-14)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name[[14]](#footnote-15)** | **Position[[15]](#footnote-16)** | **Input** **(in staff days)** | **Staff-daily Rate[[16]](#footnote-17)****(in US$)** | **Total** **(in US$)** |
| **Key experts** |  |  |  |  |
| *[name]* | *[position in the contract]* | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| *[name]* | *[position in the contract]* | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| *[name]* | *[position in the contract]* | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| Etc. |  | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| **Non-Key staff** |  |  |  |  |
| *[name]* | *[position in the contract]* | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| *[name]* | *[position in the contract]* | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| *[name]* | *[position in the contract]* | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| Etc. |  | [*Home*] *[number]* | [*Home*] *[amount]* | [*Home*] *[amount]* |
| [*Field*] *[number]* | [*Field*] *[amount]* | [*Field*] *[amount]* |
| **TOTAL RENUMERATION** |  |

1

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## Form FIN-4: Breakdown of Reimbursable Expenses

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Description[[17]](#footnote-18)** | **Unit[[18]](#footnote-19)** | **No. of Units** | **Unit Cost****(in US$)** | **Total****(in US$)** |
| 1 | Per Diem Allowances | Day |  |  |  |
| 2 | Flights[[19]](#footnote-20) | Trip |  |  |  |
| 3 | Miscellaneous Travel Expenses[[20]](#footnote-21) | Trip |  |  |  |
| 4 | Communication Costs  | Lump sum  |  |  |  |
| 5 | Drafting and Reproduction of Reports |  |  |  |  |
| 6 | Equipment, Instruments, Materials, Supplies, etc. (if needed) |  |  |  |  |
| 7 | Local Transportation Costs |  |  |  |  |
| 8 | Office Rent |  |  |  |  |
| 9 | Insurances Cost, Out of which: | Lump sum |  |  |  |
|  | i) | Life Insurance (including repatriation) | Lump sum |  |  |  |
|  | ii) | Heath Insurance  | Lump sum |  |  |  |
|  | iii) | Third Party Liability Insurance | Lump sum |  |  |  |
|  | iv) | Professional Liability Insurance | Lump sum |  |  |  |
| 10 | Other**4** |  |  |  |  |
| 11 | **Fixed Reimbursable Expenses[[21]](#footnote-22)** |  |  |  |  |
| **TOTAL REIMBUSABLES EXPENSES** |  |

**ANNEX 3: Standard Terms and Conditions**

**STANDARD CONTRACT FOR CONSULTING SERVICES**

THIS Contract is entered into between,

 *[name of Procuring Entity]* (hereinafter called the “Procuring Entity”), on the one hand and;

 *[name of Service Provider]* (hereinafter called the “Service Provider”) of the other part;

**WHEREAS** COMESA wishes to have the Contractor perform the services hereinafter referred to, and

**WHEREAS** the Contractor is willing to perform these services,

**NOW THEREFORE THE PARTIES** hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | (a) The Contractor shall perform the services specified in Annex A, “Terms of Reference and Technical Proposal,” which is made an integral part of this contract (“the Services”).(b) The Contractor shall provide the personnel listed in Annex B, “Service Provider’s Personnel,” to perform the Services.(c) The Contractor shall submit to COMESA the reports in the form and within the time periods specified in Annex C, “Service Provider’s Reporting Obligations.” |
| **2. Term** | The Contractor shall perform the Services during the period commencing ***[insert the date]*** and continuing ***[insert the date]*** or any other period as may be subsequently agreed by the parties in writing. |
| **3. Termination**  |  |
| **3.1 By COMESA**  | COMESA may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 3.1. In case of an occurrence specified in (a) to (g) COMESA shall give not less than seven (7) days’ written notice of termination to the Service Provider(a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, within seven (7) days of period after the receipt of a registered mail with acknowledgment of receipt specifying the failure.(b) If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.(c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof.(d) If the Service Provider, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.(e) If the Contractor submits to COMESA a false statement which has a material effect on the rights, obligations or interests of COMESA.(f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fourteen (14) days.(g) If COMESA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.Early termination shall not prejudice or affect the accrued rights or liabilities of the Parties.  |
| **3.2 By the Service Provider** | The Contractor may terminate this contract, by not less than seven (7) days’ written notice to COMESA, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 3.2.(a) If COMESA fails to pay any money due to the Contractor pursuant to this contract (which is not subject to dispute pursuant to Clause 15 hereof) within seven (7) days after receiving written notice from the Contractor that such payment is overdue.(b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than fourteen (14) days.(c) If COMESA fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.(d) If COMESA is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by COMESA of the Service Provider’s notice specifying such breach.Early termination shall not prejudice or affect the accrued rights or liabilities of the Parties.  |
| **4. Payment** | A. Ceiling For Services rendered pursuant to Annex A, COMESA shall pay the Contractor an amount not to exceed ***US$*** ***[insert the amount in figures and letters]***. This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.B. Schedule of Payments The schedule of payments is specified below:[[22]](#footnote-23)1 maximum 20% of the contract value upon COMESA's receipt and acceptance of the inception report signed by the Contractor.50%upon COMESA’s receipt of the draft final report*,* acceptable to COMESA; ***and***maximum 30% of the contract value upon COMESA’s receipt and acceptance by COMESA of the final report.**Total: 100%**C. AcceptanceThe Deliverables, meaning Reports or Services submitted to an Acceptance (either formal or not), are listed in the Annex C thereof.Acceptance means express or tacit acknowledgment that the Deliverables comply with the Contract.The following principles are always applicable:1. Unless COMESA makes reservations within fourteen (14) working days from the submission, the Deliverables are deemed accepted;
2. In case of reservations by COMESA during the Acceptance Period, the Deliverables are deemed accepted once the reservations are withdrawn;
3. It is expressly agreed that the use of any Deliverables or any phase of the Contract means the final Acceptance of the phase or the corresponding Deliverables; and
4. The Acceptance is definitive and cannot be doubt for any reason whatsoever.

D. Payment Conditions Payment shall be made in **US$** no later than 30 days following submission by the Contractor of an acceptable invoice accompanied by prove of Acceptance (implicit or explicit) of Deliverables associated to the invoice, in duplicate, to the coordinator designated in paragraph 4.* + 1. If the Contractor does not receive payment by the time stated then the Contractor shall be paid interest at the overdraft interest rate the Contractor is charged by its bank calculated from the due date of payment.
 |
| **5. Payment upon Termination** | Upon termination of this Contract pursuant to Clauses 3.1 or 3.2 hereof, COMESA shall make the following payments to the Service Provider:(a) The cost of all accepted Deliverables performed prior to the effective date of termination and any interest rate due to the Contractor as a result of previous delays in payment of invoices; and(b) Except in the case of termination pursuant to paragraphs (a) through (e) of Clause 3.1 hereof, reimbursement of any reasonable out-of-pocket demobilization or other direct costs incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Service Provider’s Personnel. |
| **6. Project Administration** | A. Coordinator COMESA designates the ***[insert de full name, the title, department and organization****]****,*** as Procuring Entity's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by COMESA and for receiving and approving invoices for the payment.B. Reports  The reports listed in Annex C, “Service Provider's Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 4 thereof.1. Information

COMESA shall timely provide to the Service Provider, free of cost, all information that may be reasonably required for the provision of the Services. The Contractor shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of COMESA.D. DecisionsCOMESA shall give his decision on all matters properly referred to him in writing by the Contractor within a reasonable time so as not to delay the Services.Where there is a misunderstanding between COMESA’s Coordinator and the Service Provider, the Contractor can bring the issue into the attention of the SADC Secretariat Executive Secretary, which is entitled to express COMESA’s final decision on the issue brought into attention.E. Assistance COMESA shall co-operate with the Contractor and shall not interfere with or obstruct the proper performance of the Services. COMESA shall as soon as practicable:(a) Provide the Service Provider’s personnel with work permits and such other documents as shall be necessary to enable them to perform the Services;(b) Arrange for the Service Provider’s personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government’s country;(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Service Provider’s personnel and their eligible dependents;(d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;(e) Exempt the Contractor and its personnel from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;(f) Grant to the Contractor and its personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the Services; (g) Authorize the Contractor and its personnel to act as his agent as may be necessary for the performance of the Services;(h) Procure the Service Provider’s ready access to the necessary sites; and(i) Designate in writing a person to act with his complete authority to give instructions for and to receive information on his behalf. |
| **7. Performance Standards** | The Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Contractor shall promptly replace any employees assigned under this Contract that COMESA considers unsatisfactory as a result of their incompetence to render the Services or their misconduct. |
| **8. Confidentiality** | (a) The Service Providers shall not, during the term of this Contract and within two (2) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or COMESA's business or operations without the prior written consent of COMESA.(b) Where necessary, the parties may enter into a non-disclosure agreement that shall form an integral part of this contract. |
| **9. Ownership of Material** | Any studies reports or other material, graphic, software or otherwise, prepared by the Contractor for COMESA under the Contract shall belong to and remain the property of COMESA. The Contractor may retain a copy of such documents and software but shall refrain from using it without the prior written consent of COMESA.  |
| **10. Contractor Not to be Engaged in Certain Activities** | The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| **11. Insurance** | The Contractor will be responsible for taking out any appropriate insurance coverage, in the limit indicated in the Clause 14 hereof. |
| **12. Amendments**  | Any modification of the Terms and Condition of the Contract shall be through a written Amendment signed by both parties. The procedures for modification of the Contract shall observe the SADC Secretariat principles of modifying contracts as lay down in the SADC Secretariat Procurement Guidelines edition *[insert the edition].* Only the addition or the replacement of key experts shall be considered a modification of the Contract. In case of replacement of a key expert, this shall be done only with an expert having equal or better qualification than the expert replaced. The Contractor shall not assign this Contract or sub-Contract any portion of it without COMESA's prior written consent. |
| **13. Law Governing Contract and Language** | The Contract shall be governed by UNIDROIT Principles of International Commercial Contracts (2011) as developed by the International Institute for the Unification of Private Law and the language of the Contract shall be **English**.  |
| **14. Liability** | Limitation of the Service Providers’ Liability towards COMESA: (a) Except in case of gross negligence or wilful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Service Provider, with respect to damage caused by the Contractor to COMESA ’s property, shall not be liable to COMESA: (i) For any indirect or consequential loss or damage; (ii) For any direct loss or damage that exceeds by two times *the* value of the fees of this Contract (reimbursable expenses will not be taken into consideration for determining the value of Service Provider’s liability); and(iii) For loss or damage caused as a result of any Force Majeure Event.1. This limitation of liability shall not affect the Service Providers’ liability, if any, for damage to Third Parties caused by the Contractor or any person or firm acting on behalf of the Service Providers in carrying out the Services.

Any action by either party must be brought within one (1) year after the cause of action arose. |
| **15. Dispute Resolution** | 1. Any dispute arising from, or in connection with the interpretation or operation of this Contract shall be resolved amicably by both parties through a process of negotiation.
2. Where the Parties fail to reach an amicable solution within a period of 30 (thirty) day period, or such longer period as they may agree, the parties have failed to resolve their dispute or differences by any mutual consultation, either party may submit the dispute before the COMESA Court of Justice for arbitration upon written notice to that effect (a “Notice of Arbitration”) and the dispute shall finally be determined in accordance with the Arbitration Rules of the COMESA Court of Justice as amended from time to time
3. Each party agrees that any decision or award in any arbitration made by the COMESA Court of Justice shall be final and binding and shall not be subject to appeal to any court of law.
 |

**Annexes:**

**Annex A:** Terms of Reference and Technical Proposal

**Annex B:** Service Provider’s Personnel

**Annex C:** Service Provider’s Reporting Obligations

**IN WITNESS WHEREOF**, the Parties’ representatives, being so duly authorized, have caused this Contract to be signed in four originals in the English language in their respective names as of the day and year first below written:

Signed today ***[insert the date]***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For COMESA** | **Signature** |  | **For the Contractor** | **Signature** |
| **Name:** *[insert full name]* |  |  | **Name:** *[insert full name]* |  |
| **Title:** *[insert the title]* |  |  | **Title:** *[insert the title]* |  |
| **Place:** *[insert the city and country]* |  |  | **Place:** *[insert the city and country]* |  |
| **Date:** *[insert the date]* |  |  | **Date:** *[insert the date]* |  |

1. **The CV must not exceed eight (8) pages**  [↑](#footnote-ref-2)
2. **Only key information about the positions and the responsibilities held in various assignments during the last ten (10) years should be included. Experience older than 10 years will be rendered irrelevant.**  [↑](#footnote-ref-3)
3. ***The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the contract signed with them.***  [↑](#footnote-ref-4)
4. Position held in the Assignment must be indicated as well. [↑](#footnote-ref-5)
5. Months/ weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work. [↑](#footnote-ref-6)
6. Select months or weeks as needed. [↑](#footnote-ref-7)
7. Field work means work carried out at a place other than the Service Provider home office. [↑](#footnote-ref-8)
8. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser’s approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. [↑](#footnote-ref-9)
9. Duration of activities shall be indicated in the form of a bar chart [↑](#footnote-ref-10)
10. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-11)
11. If requested in the RFP clause 8 (i) ***[delete if not applicable]*** [↑](#footnote-ref-12)
12. Please provide details on taxes applied, the legal ground for application of the taxes and how they have been calculated [↑](#footnote-ref-13)
13. Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-6. [↑](#footnote-ref-14)
14. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff). [↑](#footnote-ref-15)
15. Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-4. [↑](#footnote-ref-16)
16. Indicate separately staff-daily rate for home and field work. [↑](#footnote-ref-17)
17. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-18)
18. Indicate unit cost. [↑](#footnote-ref-19)
19. Indicate route of each flight, and if the trip is one- or two-ways. [↑](#footnote-ref-20)
20. Provide clear description of what is their exact nature [↑](#footnote-ref-21)
21. The amount has to be indicated by COMESA and shall be included, without modifications, in the Financial Proposal. It shall cover costs already identified and priced by COMESA. [↑](#footnote-ref-22)
22. 1 Modify, in order to reflect the output required, as described in Annex C. [↑](#footnote-ref-23)