**COMMON MARKET FOR EASTERN AND**

**SOUTHERN AFRICA**



**SELECTION OF CONSULTANCY FIRMS**

**Request for Proposals (Firms)**

**REFERENCE NUMBER:** **CS/IT/12(035-23**)**-SM/ab**

**REQUEST FOR SERVICES TITLE:** **HIRE OF A CONSULTANCY FIRM TO DEVELOP AN ONLINE IMPORT AND EXPORT SYSTEM.**

**Issued on: January 17, 2024**

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**

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**Zambia**

**OFFICE OF THE SECRETARY GENERAL**

**Ref:** **CS/IT/12(035-23**)**-SM/ab*.*** **January 17, 2024**

**Letter of Invitation (LoI)**

1. ***COMESA*** is inviting consultancy firms to submit technical and financial proposals for the following services***: development of an online import and export system.***

***to be procured under the Contract reference number* CS/IT/12(035-23**)**-SM/ab*.*** *In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]*

1. ***This*** Request for Proposals (RFP)/ Request for Consultancy Services (RFCS) has been addressed to the following shortlisted Consultants: N/A*. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]*
2. The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this RFCS.
3. The maximum budget for this Contract is US $ **40,000*.*** Proposals exceeding this budget will not be accepted.
4. 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.
5. Your proposal should be addressed to the **Head of Procurement** **COMESA Secretariat, PO Box 30051 Lusaka, Zambia** and submitted to: [***tenders@comesa.int***](mailto:tenders@comesa.int) ***and copy*** [***abyabato@comesa.int***](mailto:abyabato@comesa.int)

Physical submission of applications is NOT allowed.

1. The deadline for submission of your proposal, to the address indicated in Paragraph 6 is: **February 07, 2024*.***
2. Proposal must be submitted as in 6 above.
3. It is not permissible to transfer this invitation to any other firm.
4. The Technical Proposal will be evaluated against the following criteria.

|  |  |  |
| --- | --- | --- |
| **Criteria** | | **Maximum points allocated** |
| Experience of the firm in at least five (6) similar assignments in the previous three (5) years. (Attach copies of contracts as evidence) | | ***[20 points]*** |
| The firms proposed methodology and workplan | | ***[20 points]*** |
| ***Qualification of Experts*** | | ***[60 Points]*** |
|  | ***Out of which:*** |  |
|  | Key expert 1 *[Team Leader]* | *[20 points]* |
|  | Key expert 2 (Software Developer) | *[17 points]* |
|  | Key expert 3 (Customs Expert) | *[13 points]* |
|  | Key expert 4 (Systems Analyst) | *[10 points]* |
| **Total** | | **100 points** |

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 | ***[minimum 20% –maximum 30%]*** |
| (ii) Adequacy for the Project | ***[minimum 40% –maximum 60%]*** |
| (iii) Experience in Region | ***[minimum 10% –maximum 20%]*** |
| **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 4 to this RFCS:

(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: Proposals determined to be administrative and technical compliant to the requirement will be evaluated by comparison of their prices. A proposal is considered compliant to the requirements if: fulfils the formal requirements (see Paragraphs 2,3,4,5,6,7and 8 above), has received minimum 70 points for the technical proposal, and the financial proposal does not exceed the maximum available budget for the Contract. The award will be made to the bidder offering the lowest total price among the administrative and technical compliant proposals.

(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 within 3 weeks from the date of signature of the Contract.
2. Additional request for information and clarifications can be requested, no later than 7 calendar days prior to the deadline indicated in the paragraph 7 above, from:

The Procuring entity: **COMESA Secretariat**

Contact person: **Aggrey M. Byabato**

E-mail: abyabato[***@comesa.int***](mailto:@comesa.int)***;*** [***procurement@comesa.int***](mailto:procurement@comesa.int)***;***

The answers on the questions received will be posted on the COMESA Secretariat’s website at the latest 3 working days before the deadline for submission of applications.

**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,

Name: Silver Mwesigwa

Title: Head of Procurement

Date: 17th January, 2024

**ANNEX 1: Terms of Reference**



**Terms of Reference for the Procurement of a Consultancy Firm for the Implementation of Import and Export System**

**January 2024**

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1. Introduction

The purpose of these Terms of Reference (TORs) is to assist COMESA member states implement a import export system.

The TORs are structured to provide a background to the assignment, followed by a detailed description of the assignment, the qualifications of the service provider required and, finally, the instructions for submitting the application.

1. Background

**The Common Market for Eastern and Southern Africa (COMESA)**

The Common Market for Eastern and Southern Africa (COMESA) is the regional intergovernmental organization of 21 Member States, namely: Burundi, Comoros, the Democratic Republic of Congo (DRC), Djibouti, Egypt, Eritrea, Kingdom of Eswatini, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Somalia, Sudan, Tunisia, Uganda, Zambia, and Zimbabwe, with a population of over 560 million and global trade in goods worth US$ 235 billion. COMESA forms a major marketplace for both internal and external trading. Its area is impressive on the map of the African Continent covering a geographical area of 12 Million (sq km). Its achievements to date have been significant. It is a free trade area stretching from Tunisia to Eswatini. COMESA was formed in December 1994, replacing a Preferential Trade Area which had existed since 1981.

In order to attain the vision of becoming a fully integrated, internationally competitive regional economic community with high standards of living for all its 560 million population ready to emerge into a Digital Economic world, COMESA has accorded infrastructure a rightful role in its regional integration priorities. Countries in Africa suffer from inadequate infrastructure and communication means which leads to very high transaction costs and low levels of competitiveness among themselves as well as in the local, regional and global markets. To reduce the cost of doing business and enhance competitiveness through fostering regional connectivity and deepening integration among its member states, infrastructure development has been again endorsed by COMESA as a priority and strategic focus are that requires special consideration.

**ICT Sector Overview**

Since 2009, COMESA has embarked on a journey to promote ICT awareness and improve access across its member countries at a relatively lower cost, in the same outline, ICT has been identified as the backbone service sector to accelerate other sectors such as intra-regional trade, regional integration and job creation, etc.

COMESA has embarked on various ICT initiatives such the Digital free trade area (DFTA). The COMESA Digital Free Trade Area (DFTA) is an initiative aimed at empowering traders to do cross-border trade using ICT as a tool to minimize physical barriers, providing traders with the necessary digital tools for enhancement of intra trade and global trade. COMESA’s DFTA concept is a first for Africa.

Furthermore, COMESA has adopted a paperless environment for its meetings using ICT as a tool. These initiatives contribute towards the main vision of having a paperless environment for reduction of carbon footprint in the region.

1. Import Export System

This an online, web-based system designed to enhance the management of all import and export processes of products which require a permit when crossing the border.

**Purpose & Scope**

To prepare comprehensive system requirement document, design, develop and implement the online system.

**Objective**

The overall objective is to assist in interfacing and piloting the Import/Export system in Member States by:

1. Identifying system specification requirements.
2. Design and develop import and export system as per the requirement.
3. Installing and configuring the online import and export system; and
4. Train the technical expert on system administration and source code.

**Functional requirement**

1. The system must support the use of three COMESA official languages English, French and Arabic.
2. The system should provide user registration mechanism.
3. Access to the system should require a username and password with an option to reset/recover the username/password.
4. It should allow users to pick the products they want to import/export (HS code)
5. It shows the required permits for that product and where they are obtained.
6. The system should show the workflow of the selected product.
7. It should allow users who fulfil the requirements to request a permit online in advance.
8. It should send the requested permit as an attachment.
9. It should allow online payment for the service.
10. It should allow approval, rejection, cancellation, revocation, querying and renewal of permits.
11. It should be able to send notifications to all parties involved.
12. It should be to integrate with existing import/export systems.
13. It should be able to integrate with other systems used at the border.
14. The system should have but not limited to the following user roles.
15. Administrator-owns all user rights of the information system. Log checker- can check the logs of users by various parameters. Follow-up checker- can perform searches in the extent of all data (except logs) by various parameters.
16. Approver-can approve permits after validations. The number of approvers should be configurable in the system together with their roles and level.
17. Identified user -can apply for a permit depending on the products they want to import or export by filling a web form (using prefilled data fields).
18. The system must be enabled to perform a search function and should not be case sensitive.
19. The system should be able to draw reports based on Ministry, type of permit, type of product, etc.
20. The system should allow a user to track their application by providing the status of the application .
21. The system should keep an audit trail of the actions performed to an application, notifying all the interested parties.

**Non-functional requirement**

1. General requirements
2. the information system should be responsive and accessible through web and mobile app. The mobile app should compatible with devices of different sizes and operating systems (IOS and ANDROID);
3. the information system must work with all the most used modern web browsers and operating systems.
4. Requirements for performance
5. the information system must be able to process unlimited number of permits per year.
6. number of operations in the information system per time unit: From 200 operations per second.
7. total number of simultaneous users: 1000 users.
8. service hours: 24 hours.
9. 99.9% up-time.
10. data recovery time: 24 hours for archived data, 1 hour for data in active use;
11. Security
12. User authentication must be resolved in a way that enables the ability to automatically verify the user rights from the external system after the authentication of the user. In the absence of rights of the user, access to the system is not allowed. The verification request is performed using the HTTPS/REST/SOAP protocol.
13. Multi-factor authentication should also be used.
14. Logging and audit
15. the log of the information system must include at least the following information:
16. WHO – the executor of the action (if possible, then associable with a physical person);
17. Ability to sign using PKI infrastructure (Digital Signatures)
18. WHAT – type or class of action/event (user authentication, administration, operation, usage) and the details of the action
19. WHEN – timestamp containing the exact date and time of the event;
20. The system should work in all operating systems (Windows, Linux,etc).
21. EXPECTED RESULTS
22. System specification requirement document
23. Fully functional online import and export system
24. System technical documentation.
25. TASKS AND DUTIES

Under the supervision of the Director - IT Division of the COMESA Secretariat, the Company shall perform the following tasks:

1. Identifying system specification requirements.
2. Design and develop import and export system as per the requirement.
3. Installing and configuring the online import and export system; and
4. Train the technical expert on system administration and source code.
5. EXPECTED DELIVERABLES
6. System specification requirement document.
7. System Design and developed import and export system as per the requirement.
8. Installed and configured the import and export system in Member States’ servers.
9. Training and Handover a working online import and export as well as required documentation.
10. Periodical Progress Report and Final Report of the Assignment against the work schedule.
11. Timetable and Administrative Arrangements

The work involved in this consultancy assignment is expected to be completed within 6 months (including 28 days mobilization period) from the date of signing the contract between COMESA Secretariat and the consultant. The COMESA Secretariat and the Company will work out the actual programming of the execution of the project.

The payment schedule shall be as indicated below.

|  |  |  |
| --- | --- | --- |
| **Indicative Timing** | **Deliverable** | **Payment Schedule** |
| 1 week | Inception Report (work plan, methodology ..) |  |
| 10 weeks | System Requirement Specification and Design and develop the system and **draft report 1** | 30% |
| 9 weeks | Installed and configured the system and **draft** **report 2** | 40% |
| 4 weeks | Training and handover and **Final Report** | 30% |

The company will provide 3 hard copies and an electronic copy of the final version of each deliverable to COMESA Secretariat. Draft versions of deliverables will be submitted electronically, and successive versions of reports will be marked to show changes from the previous draft. Final approval of all outputs and deliverables, linked to payments to the consultant is the responsibility of the COMESA Secretariat.

1. Consultancy Fee

The budgeted amount for this assignment shall not exceed **USD 40000 (Forty thousand United States Dollars)**

1. Firm Expertise

Considering the magnitude and scope of the assignment, COMESA Secretariat anticipates that a consultant would undertake the assignment. The Company will be fully qualified to carry out the assignment in a competent, prompt, accurate, cautious, and efficient manner.

The company should have the following qualifications:

1. At least 6 years’ experience in implementing similar projects.
2. Minimum of five years relevant information systems development experience.
3. Knowledge of and experience in planning, designing and systems development and in technical and conceptual background.
4. Proven interest and professional experience in implementing regional projects will be an added advantage.
5. Excellent command of COMESA official working languages and excellent report writing skills.
6. Staffing Requirements

In order to fulfill his/her obligations, the Consulting Firm shall provide qualified key staff for the assignment and shall prepare a work program, and a corresponding manning schedule, showing the timing of activities and the corresponding staff input required for execution of the services. The Consulting Firm shall employ only such key staff whose CVs have been approved by the Client. In addition to the key personnel, the Consulting Firm shall determine the backstopping and or support staff necessary for the successful execution of the assignment. The Consulting Firm must submit with the proposal, CVs and copies of highest education certificates for all key staff including the duration in man-months during which the staff will be deployed under the contract.

The following provisional key professional staff are considered necessary for carrying out the study and shall constitute the project team:

| **No** | **Professional** | **Experience (Nb. Years)** |
| --- | --- | --- |
| 1 | Project Manager/ Team Leader | 5 |
| 2 | Software Developer | 5 |
| 3 | Custom Expert | 5 |
| 4 | System Analyst | 5 |

* ***Project Manager/ Team Leader***: At least a degree or equivalent in Management, Business Administration, IT, or related fields; extensive experience in the design, preparation and (possibly) implementation of projects of similar magnitude.
* ***Software Developer***: At least a degree or equivalent in Software Engineering, Computer science, IT, or related fields; extensive experience in the design, development, and implementation of systems.
* ***Custom Expert*:** At least a degree in economics, Trade or customs related fields. Knowledge of customs procedures and custom management systems.
* ***System Analyst***: At least a degree or equivalent in Software Engineering, Computer science, IT, Business Process Management, or related fields.

**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**

[*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-1)

|  |  |
| --- | --- |
| 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-2):**

| **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-3),** documents which are attached to this CV as photocopies.

By signing this statement, I also authorized 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: | 17 January 2024 |

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

Full time input

Part time input

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Activity[[8]](#footnote-8)** | **Months[[9]](#footnote-9)** | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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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-10)]. 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-11)**[[12]](#footnote-12) |  |
| Total |  |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name[[14]](#footnote-14)** | **Position[[15]](#footnote-15)** | **Input**  **(in staff days)** | **Staff-daily Rate[[16]](#footnote-16)**  **(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-17)** | | **Unit[[18]](#footnote-18)** | **No. of Units** | **Unit Cost**  **(in US$)** | **Total**  **(in US$)** |
| 1 | Per Diem Allowances | | Day |  |  |  |
| 2 | Flights[[19]](#footnote-19) | | Trip |  |  |  |
| 3 | Miscellaneous Travel Expenses[[20]](#footnote-20) | | 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-21)** | |  |  |  |  |
| **TOTAL REIMBUSABLES EXPENSES** | | | | | |  |

**ANNEX 4: 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$*** ***[insert the amount in figures and letters]***. This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.  B. Schedule of Payments  The schedule of payments is specified below:[[22]](#footnote-22)1  ***[insert amount (which shall me maximum 20% of the contract value) and currency]*** upon COMESA's receipt of a copy of this Contract signed by the Contractor;  ***[insert amount and currency****]* upon COMESA’s receipt of the ***[insert the name and the description of the deliverable****],* acceptable to COMESA;  ***[insert amount and currency]***upon COMESA’s receipt of the ***[insert the name and the description of the deliverable****]*, acceptable to COMESA; and  ***[insert amount (minimum 10% and maximum 30% of the contract value) and currency]***upon COMESA’s receipt of the final report, acceptable to COMESA.  ***[insert amount and currency]***Total  C. Acceptance  The Deliverables, meaning Reports or Services submitted to an Acceptance (either formal or not), are listed in the Annex C thereof.  Acceptance means express or tacit acknowledgment that the Deliverables comply with the Contract.  The following principles are always applicable:   1. Unless COMESA makes reservations within fourteen (14) working days from the submission, the Deliverables are deemed accepted; 2. In case of reservations by COMESA during the Acceptance Period, the Deliverables are deemed accepted once the reservations are withdrawn; 3. It is expressly agreed that the use of any Deliverables or any phase of the Contract means the final Acceptance of the phase or the corresponding Deliverables; and 4. The Acceptance is definitive and cannot be doubt for any reason whatsoever.   D. Payment Conditions  Payment shall be made in **US$** 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. Decisions  COMESA 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. |

**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]* |  |
| **Palace:** *[insert the city and country]* |  |  | **Palace:** *[insert the city and country]* |  |
| **Date:** *[insert the date]* |  |  | **Date:** *[insert the date]* |  |

1. **The CV must not exceed eight (8) pages**  [↑](#footnote-ref-1)
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-2)
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-3)
4. Position held in the Assignment must be indicated as well. [↑](#footnote-ref-4)
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-5)
6. Select months or weeks as needed. [↑](#footnote-ref-6)
7. Field work means work carried out at a place other than the Service Provider home office. [↑](#footnote-ref-7)
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-8)
9. Duration of activities shall be indicated in the form of a bar chart [↑](#footnote-ref-9)
10. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2. [↑](#footnote-ref-10)
11. If requested in the RFP clause 8 (i) ***[delete if not applicable]*** [↑](#footnote-ref-11)
12. Please provide details on taxes applied, the legal ground for application of the taxes and how they have been calculated [↑](#footnote-ref-12)
13. Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-6. [↑](#footnote-ref-13)
14. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff). [↑](#footnote-ref-14)
15. Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-4. [↑](#footnote-ref-15)
16. Indicate separately staff-daily rate for home and field work. [↑](#footnote-ref-16)
17. Delete items that are not applicable or add other items as the case may be. [↑](#footnote-ref-17)
18. Indicate unit cost. [↑](#footnote-ref-18)
19. Indicate route of each flight, and if the trip is one- or two-ways. [↑](#footnote-ref-19)
20. Provide clear description of what is their exact nature [↑](#footnote-ref-20)
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-21)
22. 1 Modify, in order to reflect the output required, as described in Annex C. [↑](#footnote-ref-22)