**COMMON MARKET FOR EASTERN AND**

 **SOUTHERN AFRICA**



**SELECTION OF CONSULTANCY FIRMS**

**Request for Proposals (Firms)**

**REFERENCE NUMBER:****CYD/COB/19-12-24/PM**

**REQUEST FOR SERVICES TITLE:** **EXTERNAL AUDIT SERVICES FOR THE** **COUNCIL OF BUREAUX FOR THE PERIOD JANUARY 2025 TO DECEMBER 2028.**

**Issued on: December 19, 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**

**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:** **CYD/COB/19-12-24/PM**. **December 19, 2024**

**Letter of Invitation (LoI)**

1. ***COMESA*** is inviting auditing firms to submit technical and financial proposals for the following services***:*** ***External Audit Services for the Council of Bureaux for the period January 2025 to December 2028 to be procured under the Contract reference number CYD/COB/19-12-24/PM.*** *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]*
2. ***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.*
3. The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this RFCS.
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 format and secured with a password to be provided upon request.
5. 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.
6. Your proposal should be addressed to the **Head of Procurement** **COMESA Secretariat, PO Box 30051 Lusaka, Zambia.** The deadline for submission of your proposal, to the address indicated above is: **24th January 2025*.***
7. and submitted to: ***tenders@comesa.int*** ***and copy*** ***procurement@comesa.int***

Physical submission of applications is NOT allowed.

1. The firm will be selected using the **Least Cost Selection** method as specified in the COMESA “Procurement Rules and Regulations of 2014 and is open to all eligible Bidders as defined in the Procurement Regulations. The deadline for submission of your proposal, to the address indicated in Paragraph 6 is: **24th January 2025*.*** Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend via zoom to a link which will be shared with the binders who may have submitted the Technical Proposal**.**
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.

|  |  |
| --- | --- |
| **Preliminary Criteria**  | **Score/Maximum points allocated** |
| The Firm must be legally registered, have a certificate of incorporation and a valid tax clearance certificate | ***Y/N*** |
| The firm must have a license from a national or regional professional Accounting Body;  | ***Y/N*** |
| The Firm must have at least 10 years of relevant experience in accounting and auditing of donor-financed Projects | ***Y/N*** |
| **Overall Responsiveness**  | ***Yes/No***  |
| Key: Y- Compliant N- Not compliant |
| **Technical Evaluation Criteria**  |  |
| The firms proposed methodology and workplan | ***[25 points]*** |
| ***Qualification of Experts*** | ***[75 Points]*** |
|  | ***Out of which:***  |  |
| 1 | Key expert 1 (**Audit Manager**) With at least a master’s degree in auditing/accounting and at least 10 years of experience in auditing and with a sound knowledge of donor-financed Projects. In addition, he/she should be a member of a recognized accountancy professional body; | *[35 points]* |
| 2 | Key expert 2 (**Team Leader**)with at least a master’s degree in auditing/accounting or equivalent with minimum of 5 years’ experience in auditing. In addition, he/she should be a member of a recognized accountancy professional body. | *[25 points]* |
| 3 | Key expert 3 (**Assistant Auditor**)with at least a bachelor’s degree in auditing/accounting or equivalent and with minimum of 3 years’ experience. In addition, he/she should be a member of a recognized accountancy professional body. | *[15 points]* |
| **Total**  | **100 Points** |

 **Note:** The minimum technical score (St) required to pass is: 75%

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 | ***[Criterial -Maximum Score 30%]*** |
| (ii) Adequacy for the assignment in terms of experience in audit and auditing of Donor funded Projects.  | ***[Criterial -Maximum Score 60%]*** |
| (iii) Membership with a recognized accountancy professional body; | ***[Criterial -Maximum Score 10%]*** |
| **The minimum technical score (St) required to pass is: 75%**  |

**Note:** Please attach copies of professional and membership certificates

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, withholding 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 75 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: **Patrick Masamba**

E-mail: PMasamba***@comesa.int******;*** ***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: 19th December 2024

**ANNEX 1: Terms of Reference**



# TERMS OF REFERENCE

# COUNCIL OF BUREAUX EXTERNAL AUDIT SERVICES

**December 2024**

**Audit Objective**

1. The Charter Regulating the Council of Bureaux, under Article 18 (2), provides for the appointment of external auditors by the Council of Bureaux, in respect of each financial year, to audit the Council of Bureaux Secretariat Financial Statements. These Financial Statements, among others, consist of the Income and Expenditure Account, Balance Sheet and Cash Flow Statement which show the financial position, surplus and cash flows for the year under review. They are also required to express a professional opinion on the soundness of the internal systems of control, compliance with the Council of Bureaux Financial Rules and Regulations, compliance with the procedures in respect of Regular Budget and Extra Budgetary resources.

**Auditing standards**

1. The external audit is carried out in accordance with International Standards on Auditing (ISA) and includes such tests and auditing procedures as the auditor considers necessary for the assignment.

**Scope of Work.**

1. The auditor shall be required to:
2. Carry out tests of transactions as are necessary, in order to obtain an understanding of the accounting system, to assess its adequacy as a basis for the preparation of the financial statements and to establish whether adequate records have been maintained as required by the Council of Bureaux Financial Rules and Regulations; Financial Manual.;
3. Conduct an in-depth and exhaustive review of the internal control systems to have sufficient knowledge of the procedures underpinning the systems, as contained in the Council of Bureaux Financial Rules and Regulations; Financial Manual.
4. Confirm that although responsibility for preventing irregularity and fraud, remains with the Secretariat, the audit has been planned so as to have a reasonable expectation of detecting material misstatements in the financial statements;
5. State the extent to which it has relied on the work of the Internal Audit;
6. Confirm that funds have been used in accordance with the Council of Bureaux Financial Rules and Regulations, Financial Manual,, Council decisions with due attention to economy and efficiency, and that they have only been used for the purposes for which they were intended for and in accordance with the conditions under which the funding was provided;
7. Confirm that goods and services financed have been procured in accordance with sound procurement procedures spelled out in the Council of Bureaux Procurement Implementation Rules; Financial Rules and Regulations; Financial Manual.;
8. Confirm that all necessary supporting documents, records and accounts have been kept in respect of all activities;
9. Confirm that the Financial Statements have been prepared in accordance with International Accounting Standards/Generally Accepted Accounting Practice and give a true and fair view of the financial position of the Secretariat as at the end of the financial year.
10. The above-defined scope does not in any way restrict the audit procedures or the techniques that the auditor may wish to use in forming an opinion on the Financial Statements being audited.

**Financial statements**

1. The Financial Statements, among others, include:
2. A Statement of Income and Expenditure;
3. A Balance Sheet reflecting the assets, liabilities and funding of the Secretariat based on accrual basis;
4. A Statement of Cash Flow*;*
5. A summary of expenditures shown under the various budget lines, both for the current fiscal year and previous year figures;
6. The Accounting Policies Adopted and Explanatory Notes;
7. Summary of Fixed Assets.

**Audit Report**

1. The auditor is expected to present two types of reports: An opinion on the Financial Statements prepared by the Secretariat and a Management Letter.
2. The opinion on the Financial Statements shall contain:
3. A professional opinion on the financial statements and supporting schedules as regard to their true and fair view;
4. Accounting standards and Council of Bureaux Financial Rules and Regulations that have been applied indicating the effect of any deviations from them;
5. The International Audit standards that were applied;
6. Whether the Cash Flow Statement and supporting schedules present fairly the cash receipts and disbursements of the funds and they were utilized for the purpose for which they were intended for.
7. The Management Letter, among others, shall contain:
8. Comments and observations on the accounting records, systems and controls that were examined during the course of the audit;
9. Specific deficiencies and areas of weakness in systems and controls and make recommendations for improvement;
10. The degree of compliance of each of the co-operating partner funding, where applicable, and give comments, if any, on internal and external matters affecting such compliance;
11. Matters that have come to their attention during the audit which might have a significant impact on the implementation and sustainability of the funding;
12. Areas of risk that need to be flagged out to management; and
13. Any other matters that the auditors consider pertinent to be brought to the attention of the Secretariat.

**Auditors Experience and Qualifications**

1. The audit firm should :
2. Be legally registered, have certificate of incorporation and valid tax clearance certificate;
3. Have a license from a national or regional professional Accounting Body;
4. Have at least 10 years of relevant experience in accounting and auditing of donor-financed Projects.
5. The key audit team will comprise, at least:
6. An audit manager with at least a Masters Degree in auditing/accounting and at least 10 years of experience in auditing and with a sound knowledge of donor-financed Projects. In addition, he/she should be a member of a recognized accountancy professional body;
7. A team leader with at least a Masters Degree in auditing/accounting or equivalent with minimum of 5 years’ experience in auditing. In addition, he/she should be a member of a recognized accountancy professional body; and
8. An assistant auditor with at least a Bachelor Degree in auditing/accounting or equivalent and with minimum of 3 years’ experience. In addition, he/she should be a member of a recognized accountancy professional body.
9. The key audit team:
10. Shall be completely impartial and independent from all aspects of management or financial interests of the organization; and
11. Shall not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as advisers or mentors for, or have any financial or business relationships with the organization.

**Annex 3: Individual Team Profiles**

|  |
| --- |
| **Curriculum Vitae: Expert 1** |
| **Role in the Project** | Role X |
| **Name of Expert** | Expert 1 |
| **Date of Birth** | Dd/mm/yyyy |
| **Nationality** | XXXX |
| **Education** |
| **No.** | **Degree** | **College** | **Year** |
| 1 | Bachelor of Science XXX  | College Name | 2002 |
| 2 | Master of Science XXX | College Name | 2010 |
| **Professional Certifications** |
| **No.** | **Certification**  | **Body and Number** | **Status** |
| 1 | Certified XXX | Body X Certificate # | Active |
| 2 | Certified XXX | Body X Certificate # | Expired |
| **Expert Profile Summary** |
| **Work Experience** |
| **No** | **Employer** | **From** | **To** | **Designation** |
| 1 | Employer X | 00/00/0000 | 00/00/0000 | Designation x |
| 2 | Employer X | 00/00/0000 | 00/00/0000 | Designation x |
| 3 | Employer X | 00/00/0000 | 00/00/0000 | Designation x |
| **Project Experience Related to Current Assignment** |
| **Project Client** | Client Name |
| **Project Summary** |
| **Responsibilities in the project** |
| **Technologies Used** | Technology 1, Technology 2, Technology N |
| **Sign** | Expert Signature | **Date** | 00/00/00 |

### **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: | 19 December 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] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Non key experts**  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [Home] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **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** |
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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** |  |

## 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]***TotalC. 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.
 |

**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)