

**COMMON MARKET FOR EASTERN AND
SOUTHERN AFRICA**



REQUEST FOR PROPOSALS (FIRMS)

**PROCUREMENT OF A CONSULTANCY FIRM TO DEVELOP MODEL POLICY
AND REGULATORY FRAMEWORK OF UNIVERSAL ACCESS**

REFERENCE NUMBER: CS/EGEE/17/02/25/AB

Issued on: February 17, 2025

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

Head of Procurement,
COMESA Secretariat
Ben Bella Road, P.O. Box 30051,
Lusaka, Zambia
Phone: +260 211 229725/32
Fax: +260 211 225107

**COMMON MARKET FOR EASTERN AND
SOUTHERN AFRICA**

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



السوق المشتركة
للشرق والجنوب الأفريقي

Tel : +260 211 229726/29
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Email : info@comesa.int
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COMESA Centre
Ben Bella Road
P O Box 30051
LUSAKA 10101
Zambia

OFFICE OF THE SECRETARY GENERAL

Ref: CS/EGEE/17/02/25/AB

Date: 17th February 2025

Letter of Invitation (Lol)

Dear Sir/Madam

COMESA is inviting a Consultancy Firm to submit technical and financial proposals for the consultancy services mentioned above under the Contract reference number **CS/EGEE/17/02/25/AB**.

1. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants: N/A.
2. **The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this RFP.**
3. 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.
4. Submission of the technical and financial proposals must be in a written form to the email addresses below clearly quoting the reference number as stated.
5. Your Financial proposal shall be in **Euros (€)**.
6. You are required to submit both your technical and financial proposals at the same time but in different folders/attachments. The Financial proposal should be in pdf and **MUST** be password protected. Do not disclose this password to anyone until we contact you to do so.
7. Your proposal should be addressed to:

The Head of Procurement,
 COMESA Secretariat
 PO Box 30051 Lusaka Zambia and submitted to: tenders@comesa.int and
 copied to procurement@comesa.int, abyabato@comesa.int .

8. The deadline for submission of your proposal, to the address indicated in Paragraph 7 is: **11th March 2025 at 16:00hrs Zambian Time.**
9. Proposal submitted by Fax or hardcopies are not acceptable.
10. The Technical Proposal will be evaluated against the following criteria.

No	Evaluation attribute	Percentage Points
1	Firm's Understanding of the assignment and the Client's requirements	10
2	Adequacy of the approach and methodology in responding to the Terms of Reference	10
3	Specific Experience of the firm in carrying out similar assignments	20
4	Qualifications and Experience of proposed team	60
	Total	100

Note: A proposal shall be considered technically compliant to the requirements if a firm attains a minimum score of **70 points** for the technical proposal.

11. 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 RFP:
 - (i) **PRICES:** The financial proposal shall be inclusive of all expenses deemed necessary by the Consultant 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 and 6 above), has received minimum 70 points for the technical proposal. 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 8 above.

12. The assignment is expected to commence within seven (7) days after contract signing but not later than two weeks from the date of signature of the Contract.
13. Additional request for information and clarifications can be requested, no later than 8 calendar days prior to the deadline indicated in the paragraph 8 above, from:

Procurement Unit
Common Market for Eastern and Southern Africa
Ground Floor, COMESA Centre, Ben Bella Road,
P.O. Box 30051, Lusaka – Zambia,
Telephone: +260 211 2297226/29.
Web: <http://www.comesa.int>
Email: procurement@comesa.int
Contact person: Aggrey Byabato
E-mail: abyabato@comesa.int

Responses to the request for clarifications shall be given by the entity no later than 3 calendar days prior to the deadline indicated in the paragraph 8 above.

ANNEXES:

ANNEX 1: Terms of Reference
ANNEX 2: Technical Proposal Submission Forms
ANNEX 3: Financial Proposal Submission Forms
ANNEX 4: Standard Contract/Terms and Conditions

Sincerely,

Signature _____ 

Name: Silver Mwesigwa

Title: Head of Procurement and General services Unit

ANNEX 1: Terms of Reference

Background of EGEE – ICT Programme

The 'Enhancement of Governance and Enabling Environment in the ICT sector (EGEE-ICT) for the Eastern Africa, Southern Africa and Indian Ocean (EA-SA-IO) Region' is a programme that supports the development of the ICT sector and the deepening of regional integration in the EA-SA-IO Region ('the Region'). The programme is funded by the European Union and implemented through a cooperation framework of five Regional Economic Communities: namely Common Market for Eastern and Southern Africa (COMESA), East African Community (EAC), Intergovernmental Authority for Development (IGAD), Indian Ocean Commission (IOC), and Southern African Development Community (SADC). In accordance with the programme's Contribution Agreement, COMESA is the Lead REC with overall responsibility for the implementation of programme activities.

The beneficiaries of the Programme are the 29 countries in the EA-SA-IO Region. The countries are Angola, Botswana, Burundi, Comoros, the Democratic Republic of the Congo, Djibouti, Egypt, Eritrea, Eswatini, Ethiopia, Kenya, Lesotho, Libya, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Rwanda, Seychelles, Somalia, South Africa, South Sudan, Sudan, Tanzania, Tunisia, Uganda, Zambia, and Zimbabwe.

Programme Objectives

The overall objective of the programme is to deepen regional integration and growth of the ICT sector in the Region; it has three specific objectives, namely: -

- 1) Regionally coordinated public and private sector ICT policy development.
- 2) Enhanced policy and regulatory environment for competitive markets and gender sensitive ICT markets; and
- 3) Improved infrastructure connectivity and access to ICT.

Result Areas

Each of the programme's three Result Areas will be implemented through the following sub result areas, and each sub-result area will produce a corresponding output, as follows:

- 1) Result Area 1: Regionally coordinated public and private sector ICT policy development.
 - a) Sub Result 1.1: Mechanism for consensus building in policy development among public and private sectors development.
 - b) Sub Result 1.2: Capacity of existing regional ICT associations enhanced; and

- c) Sub Result 1.3: Accountability systems in policy formulation and implementation strengthened between public and private ICT sector actors.
- 2) Result Area 2: Enhanced policy and regulatory environment for competitive markets and gender sensitive ICT markets.
 - a) Sub result 2.1: Regional model policy and regulatory frameworks for e-commerce developed.
 - b) Sub result 2.2: Gender responsive rights-based policy and regulatory frameworks for universal access and licensing strengthened; and
 - c) Sub result 2.3: Policy and regulatory frameworks to harmonise mobile roaming and termination tariffs and transit internet charges developed.
- 3) Result Area 3: Improved Policies, infrastructure connectivity and access to ICT,
 - a) Sub result 3.1: Policies to promote private sector investment in ICT infrastructure developed; and
 - b) Sub result 3.2: Policies and regulatory frameworks for open access and infrastructure sharing developed.

Assignment Background

In accordance with the Programme Document, Sub-Result 2.2 seeks to develop and or strengthen gender responsive and rights- based policies and regulatory frameworks for licensing and universal access. In this regard, six related activities are envisaged:

- 1) Activity 2.2.1: Develop or review policies and regulations that support licensing related to Mobile Virtual Network Operators (M)VNOs and downstream service providers;
- 2) Activity 2.2.2: Develop policies and regulations to promote open competitive market entry on a non-discriminatory basis, including unified licenses, licenses to new alternative operators, and reasonable licensing fees;
- 3) Activity 2.2.3: Carry out a study on existing national and regional policy and regulation on authorisation and universal access and compare with best international practices and identify needs and gaps;
- 4) Activity 2.2.4: Develop or strengthen policy and regulation incentive mechanisms that promote and encourage access to and use of ICT by disadvantaged groups such as women, the disabled and youth;
- 5) Activity 2.2.5: Develop or incorporate e-waste management regulations in the authorization regime; and
- 6) Activity 2.2.6: Support country level reforms to domesticate the developed regional policies and regulations.

The Terms of Reference (ToR) apply to the assignment for Activity 2.2.4 (*i.e., Develop or strengthen policy and regulation incentive mechanisms that promote and encourage*

access to and use of ICT by disadvantaged groups such as women, the disabled and youth). Essentially, the output of this activity is a policy and regulatory framework for universal access, with special reference to inclusivity for gender, age (i.e., youth and the elderly), and people with disabilities (PWDs).

Activity 2.2.3 is a study and precedes all activities in the series. This ToR for Activity 2.2.4, is a sequel to the ToR for the study (Activity 2.2.3)

Activity 2.2.6 refers to national transposition of the outputs (i.e., regional frameworks) realized from the preceding activities, and will therefore, be undertaken through a subsequent assignment.

RATIONALE OF THE ASSIGNMENT

Introduction

Over the last decades, the world has witnessed steady and dramatic development in Information Communication Technologies (ICTs) and services (digital development). The salient characteristics of this development include widespread digitization of communications content, the ever-increasing dominance of the Internet Protocol (IP) in communications networks, the emergence of broadband technologies, the deployment of convergent networks, Internet of Things (IoT), artificial intelligence (AI), cloud computing, and Big data, Leveraging on these technological advances, an array of applications and services have diffused in all segments of the society.

ICT development is a crucial component of contemporary living: it connects people, governments and businesses; enables access to jobs and services; provides innovative solutions to development challenges; and helps deliver a broad and expanding range of services.

Yet in all this glossy picture, serious challenges remain; nearly 3 billion people are offline, the vast majority of whom are to be found in developing countries; women, the youth, the elderly and people with disabilities (PWDs) are particularly disadvantaged regarding access to ICT services; and affordability and digital literacy challenges restrict usage of digital services.

Figure 1: Broadband subscriptions by world regions, 2022 (Source: ITU)

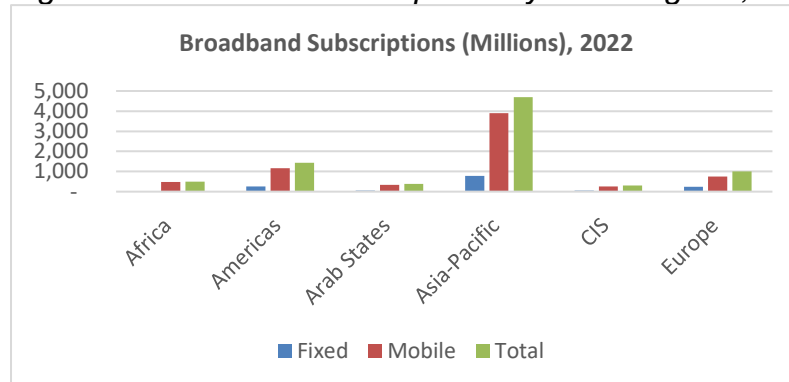
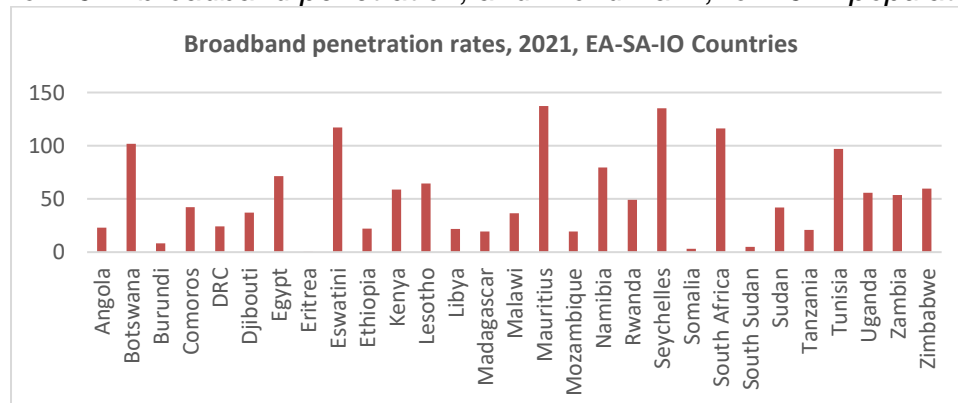


Figure 2: Broadband penetration rates, EA-SA-IO Countries, 2021 (Source: ITU, for 2021 broadband penetration; and World Bank, for 2021 population)



Policies and regulations for ICT development can facilitate the process of digital transformation and the realization of benefits while simultaneously addressing the attendant challenges. Considering that fostering digital inclusion is a paramount goal in many development strategies, such as the UN SDGs, it's imperative that countries develop and implement universal access policies and regulations. Universal access policies and regulations establish the principles, substance, scope and delivery mechanisms for universal access initiatives and programmes.

Frameworks for universal access

ICTs and related services have revolutionized the world: almost everybody, everywhere, needs ICT services for social, business and other interactions. Owing to the huge access requirement for ICT services, the real and potential demand far outstrip what the market can provide unaided. For example, in 2021, about 3 billion people didn't have access to digital infrastructure, the vast majority of whom are in developing countries. Close to 43% of the world's population are not using mobile internet, despite living in areas with mobile broadband coverage¹. And there are access and usage disparities along cleavages of gender, age and rural versus urban areas. In addition, PWDs face special challenges in accessing and using digital technologies.

Figure 3: Percentage of individuals using the Internet, 2022, By Urban- Rural Area (Source: ITU)

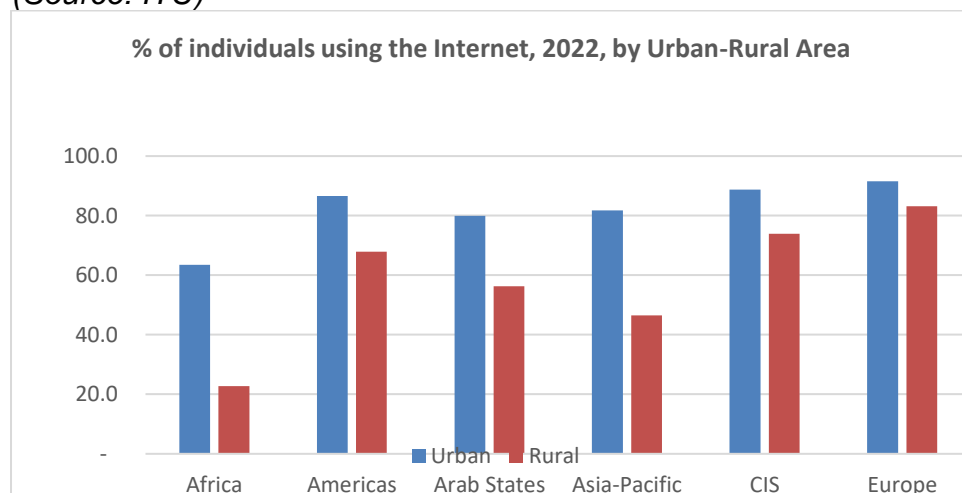
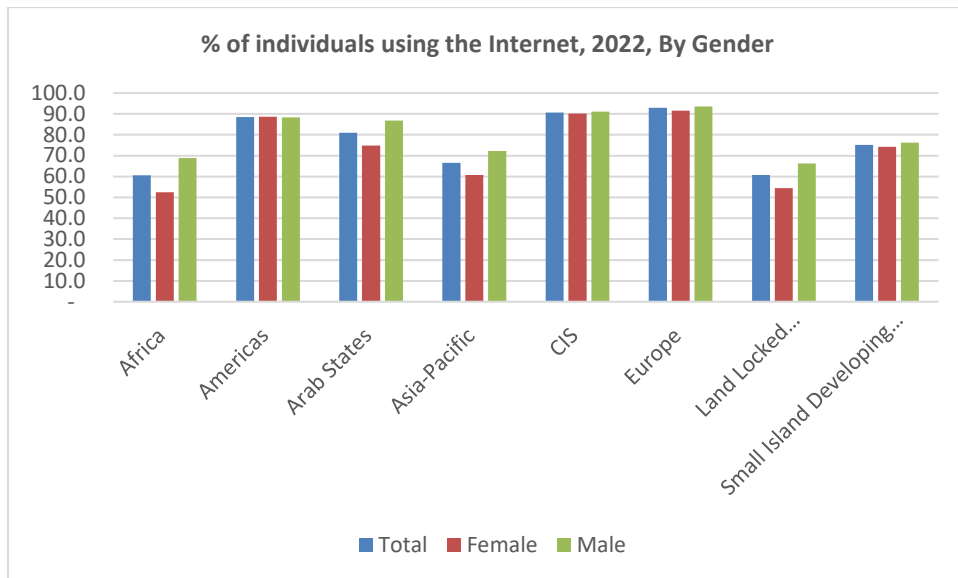


Figure 4: Percentage of individuals using the Internet, 2022, By Gender (Source: ITU)

¹ <https://www.worldbank.org/en/topic/digitaldevelopment/overview>



Consequently, it's necessary for public authorities to promote and advance universal access and use of ICT services by developing and implementing relevant policy and regulatory frameworks. Typically, the scope of universal access frameworks includes (i) definitions and scope of universal access, (ii) rationale and objectives of universal access frameworks, (iii) universal access gaps, (iii) universal access indicators and targets, (iv) delivery mechanisms for universal access, (v) digital literacy and e-inclusion, (vi) the content and life cycle of universal access policies.

ASSIGNMENT OBJECTIVES

Overall Objective of the assignment

The overall objective is to develop policies and regulations for universal access including promoting access and use of ICT in all areas by disadvantaged groups such as women, PWDs, the youth and elderly, incorporating the output from the study (study on authorization, universal access, and e-waste management)

The specific objectives and activities are as follows:

- a) Review the Report of the Study on authorization, universal access and e-waste management (i.e., Study Report) and other relevant documentation related to policy and regulatory frameworks on universal access; and
- b) Develop model policy and regulatory frameworks for universal access.

DETAILED SCOPE OF WORK DELIVERABLES

The deliverables for this assignment are as follows: -

- 1) Inception Report containing methodologies, survey instruments and work plans;
- 2) Draft policy and regulatory framework documents comprising: -
 - a) Draft model policy for universal access
 - b) Draft model regulatory framework for universal access
- 3) Final policy and regulatory framework documents comprising: -
 - a) Model policy for universal access
 - b) Model regulatory framework for universal access

TIMELINES

Commencement Date and Period of Implementation

The assignment is estimated to be completed within a period of Ninety (90) calendar days, commencing from the date of contract signature.

Table of Deliverables

The timing of the deliverables for the assignment are as indicated in the table below. The Inception, draft final reports and final report shall be submitted electronically.

Deliverables	Timeline
Contract Signature – T0	T0 (zero day)
Inception Report including Detailed Work Plan – T1	T0 + 15 calendar days
Draft model policy for universal access and Draft model regulatory framework for universal access – T2	T1 + 30 calendar days
Stakeholder validation workshop – T3	T2 + 30 calendar days
Final model policy for universal access and final model regulatory framework for universal access – T4	T3 + 15 days

QUALIFICATION AND EXPERIENCE OF EXPERTS

COMESA is seeking applications from firms and/or consortiums of consultants comprising at least a telecommunications engineer, an economist and a lawyer. The lead consultant and support consultants should have a minimum of the following qualifications and experience:

Lead Consultant/Telecommunications Engineer Qualifications

- i) A minimum of a master's degree in electrical engineering, telecommunications engineering and computer science.

Professional experience

- i) At least 15 years' experience in telecommunications engineering;
- ii) Postgraduation experience in policy, regulatory and/or legislative oriented work in telecommunications industries;
- iii) Regional experience in EA-SA-IO Region and work experience in Sub-Saharan Africa;
- iv) Leadership/management experience; and
- v) Excellent communication and report writing skills in at least one of the official languages of COMESA.

Economist

- i) A minimum of a master's degree in economics, finance, mathematics, or statistics

Professional experience

- i) At least 10 years' post-graduation experience in policy, regulatory and/or legislative oriented work in telecoms industries;
- ii) Demonstrable knowledge and skills in telecoms market definition and analysis and econometric modelling;
- iii) Regional experience in EA-SA-IO region and work experience in Sub-Saharan Africa; and
- iv) Excellent communication and report writing skills in at least one of the official languages of COMESA.

Legal Expert

- ii) A minimum of a master's degree in law

Professional experience

- i) At least 10 years' experience in administrative law, policy, and regulatory environment;
- ii) Demonstrable knowledge and experience on legislative drafting;
- iii) Regional experience in EA-SA-IO region and work experience in Sub-Saharan Africa; and
- iv) Excellent communication and report writing skills in at least one of the official languages of COMESA.

PLACE OF ASSIGNMENT

This is a home-based assignment, enabled by electronic communications services such as email and videoconferencing. There will be a travel mission to Lusaka, Zambia, and another travel mission for a stakeholder validation workshop at a venue to be agreed upon. Missions may also be undertaken to selected Member/Partner States and other locations of interest and relevance to the assignment.

SUPERVISION AND REPORTING

It is expected that the consultant will work in very close coordination with the COMESA Secretariat, providing regular, unsolicited updates, and responding promptly and flexibly to the needs and demands of COMESA and the corresponding timelines. Overall reporting will be to Director of Infrastructure and Logistics. All reports shall be in electronic format in MS Word, Excel, PowerPoint, and PDF as appropriate.

DURATION

The tasks will be carried out over 90 calendar days period from contract signature.

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 Sir,

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 11(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 12 of the Request for Proposal.

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:

- a) *Technical Approach and Methodology;*
- b) *Work Plan; and*
- c) *Organization and Staffing.*

a) 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

FORM TECH – 5: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF²

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

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

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

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
----------------	----------------------------

² The CV must not exceed eight (8) pages

<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

14. Professional Experience³:

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

³ 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.

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

15. **Other relevant information:** (e.g., Publications, memberships)
[insert the details]

16. 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 above¹, 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: _____

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

¹ *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.*

FORM TECH-6: STAFFING SCHEDULE

N °	Name of Staff1	Staff Input (in the form of a bar chart)2													Total staff-month/weeks input3			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field 4	Total	
Key Experts																		
1		[Home]																
		[Field]																
2																		
3																		

¹ Position held in the Assignment must be indicated as well.

² Months/ weeks are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

³ Select months or weeks as needed.

⁴ Field work means work carried out at a place other than the Service Provider home office.



Full time input



Part time input

FORM TECH-7: WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

¹ 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.

² Duration of activities shall be indicated in the form of a bar chart

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.....	9
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FORM FIN-3 BREAKDOWN OF REMUNERATION ¹	11
Form FIN-4 Breakdown of Reimbursable Expenses	13

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 figures¹]. 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] include any 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 11(iii) of the Request for Proposal.

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 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2: SUMMARY OF COSTS

<u>Cost component</u>	Costs
	Euro (€)
Remuneration	
Reimbursable Expenses	
Taxes ¹²	
Total	

¹ If requested in the RFP clause 8 (i) *[delete if not applicable]*

² Please provide details on taxes applied, the legal ground for application of the taxes and how they have been calculated

FORM FIN-3 BREAKDOWN OF REMUNERATION¹

Name²	Position³	Input (in staff days)	Staff-daily Rate⁴ (in Euro (€))	Total (in Euro (€))
Key experts				
<i>[name]</i>	<i>[position in the contract]</i>	<i>[Home] [number]</i>	<i>[Home] [amount]</i>	<i>[Home] [amount]</i>
		<i>[Field] [number]</i>	<i>[Field] [amount]</i>	<i>[Field] [amount]</i>
<i>[name]</i>	<i>[position in the contract]</i>	<i>[Home] [number]</i>	<i>[Home] [amount]</i>	<i>[Home] [amount]</i>
		<i>[Field] [number]</i>	<i>[Field] [amount]</i>	<i>[Field] [amount]</i>
<i>[name]</i>	<i>[position in the contract]</i>	<i>[Home] [number]</i>	<i>[Home] [amount]</i>	<i>[Home] [amount]</i>
		<i>[Field] [number]</i>	<i>[Field] [amount]</i>	<i>[Field] [amount]</i>
Etc.		<i>[Home] [number]</i>	<i>[Home] [amount]</i>	<i>[Home] [amount]</i>
		<i>[Field] [number]</i>	<i>[Field] [amount]</i>	<i>[Field] [amount]</i>
TOTAL REMUNERATION				

¹ Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-6.

² Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

³ Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-4.

⁴ Indicate separately staff-daily rate for home and field work.

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Form FIN-4: Breakdown of Reimbursable Expenses

N°	Description ¹	Unit ²	No. of Units	Unit Cost (in Euro (€))	Total (in Euro (€))
1	Per Diem Allowances	Day			
2	Flights ³	Trip			
3	Miscellaneous Travel Expenses ⁴	Trip			
4	Communication Costs	Lump sum			
5	Drafting and Reproduction of				
6	Equipment, Instruments, Materials, Supplies, etc. (if				
7	Local Transportation Costs				
8	Office Rent				
9	Insurances Cost, Out of which:	Lump sum			
	i) Life Insurance (including	Lump sum			
	ii) Health Insurance	Lump sum			
	iii) Third Party Liability Insurance	Lump sum			
	iv) Professional Liability Insurance	Lump sum			
10	Other ⁴				
11	Fixed Reimbursable Expenses⁵				
TOTAL REIMBUSABLES EXPENSES					

¹ Delete items that are not applicable or add other items as the case may be.

² Indicate unit cost.

⁴ Provide clear description of what is their exact nature

⁵

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 Consultant perform the services hereinafter referred to, and

WHEREAS the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (a) The Consultant 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 Consultant shall provide the personnel listed in Annex B, “Service Provider’s Personnel,” to perform the Services.
 - (c) The Consultant 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 Consultant 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 Consultant 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 Consultant becomes (or, if the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant 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 Consultant 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 Consultant an amount not to exceed Euro (€) [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:¹

maximum 10% of the contract value upon COMESA's receipt and acceptance of the inception report signed by the Consultant.

20% upon COMESA's receipt of the draft final report, acceptable to COMESA; and

maximum 60% of the contract value upon COMESA's receipt and acceptance by COMESA of the final report.

Total: 100%

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:

- (a) Unless COMESA makes reservations within fourteen (14) working days from the submission, the Deliverables are deemed accepted;
- (b) In case of reservations by COMESA during the Acceptance Period, the Deliverables are deemed accepted once the reservations are withdrawn;
- (c) 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

¹ Modify, in order to reflect the output required, as described in Annex C.

(d) The Acceptance is definitive and cannot be doubted for any reason whatsoever.

D. Payment Conditions

(a) Payment shall be made in Euro (€) no later than 30 days following submission by the Consultant of an acceptable invoice accompanied by proof of Acceptance (implicit or explicit) of Deliverables associated to the invoice, in duplicate, to the coordinator designated in paragraph 4.

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 Consultant 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.

C. 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 Consultant 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 Consultant 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 Consultant can bring the issue into the attention of the COMESA Secretariat Secretary General, which is entitled to express COMESA's final decision on the issue brought into attention.

E. Assistance

COMESA shall co-operate with the Consultant and shall not interfere with or obstruct the proper performance of the Services. COMESA shall as soon as practicable:

- (a) Provide the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant 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 Consultant for COMESA under the Contract shall belong to and remain the property of COMESA. The Consultant may retain a copy of such documents and software but shall refrain from using it without the prior written consent of COMESA.
- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant 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 Consultant 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 COMESA Secretariat principles of modifying contracts as lay

down in the COMESA 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 Consultant 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 Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Service Provider, with respect to damage caused by the Consultant 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.

(b) This limitation of liability shall not affect the Service Providers' liability, if any, for damage to Third Parties caused by the Consultant 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

(a) 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.

(b) 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

- (c) Each party agrees that any decision or award in any arbitration made by the COMESA Court of Justice shall be final and binding and shall not be subject to appeal to any court of law.

ANNEXES:

Annex A: Terms of Reference and Technical Proposal

Annex B: Service Provider’s Personnel

Annex C: Service Provider’s Reporting Obligations

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

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

For COMESA	Signature	For the Consultant	Signature
Name: <i>[insert full name]</i>		Name: <i>[insert full name]</i>	
Title: <i>[insert the title]</i>		Title: <i>[insert the title]</i>	
Place: <i>[insert the city and country]</i>		Place: <i>[insert the city and country]</i>	
Date: <i>[insert the date]</i>		Date: <i>[insert the date]</i>	