



## **COUNCIL OF BUREAUX SECRETARIAT**

### **REQUEST FOR PROPOSALS**

**Reference Number: CBS/PROC/02/06/2026**

### **ENGAGEMENT OF A LEGAL FIRM TO PROVIDE LEGAL SERVICES**

**Issue Date: 12 June 2026**

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

The Senior Finance and Administration Officer,  
Council of Bureaux Secretariat  
Ben Bella Road, P.O. Box 30051,  
Lusaka, Zambia  
Phone: +260 211 229725/32  
E-Mail: [schisamya@comesa.int](mailto:schisamya@comesa.int)

# COUNCIL OF BUREAUX SECRETARIAT

An institution of the Common Market for Eastern and Southern Africa (COMESA)  
Une institution du Marché commun de l'Afrique orientale et australe (COMESA)



Secrétariat du Conseil des bureaux

للبيرو العامة للأمانة مجلس

Ref.: CBS/1/3/GN(82)SC-vnm

Date: 12 June 2026

## LETTER OF INVITATION

- a) **The Council of Bureaux Secretariat** is inviting qualified firms to submit their technical and financial proposal for the following services: **Consultancy Services to provide legal services on a retainer basis to the Council of Bureaux (COMESA Yellow Card Scheme)** to be procured under the Contract reference number **CBS/PROC/02/06/2026**
- b) The Terms of Reference defining the minimum technical requirements for these services are attached as Annex I to this RFP.
- c) Proposals must be presented in English language and be accompanied by copies of all the indicated supporting documents (Business Registration and Practising certificates, Curriculum Vitae, and Copies of Academic and Professional Certificates for assigned staff etc).
- d) 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.
- e) Bidders are required to submit both technical and financial proposals at the same time but in different folders/attachments. The proposals should be in pdf format. The Financial proposal must be password protected. Bidders shall bear their own cost of preparing the Bid.
- f) Your proposal should be addressed and submitted to the email address: [schisamya@comesa.int](mailto:schisamya@comesa.int)
- g) The deadline for submission of your proposal, to the e-mail address indicated above is: **16.00 Hours (GMT+2) on 03 July 2026.**

Sincerely,

Signature \_\_\_\_\_

**Name:** Sheriff A. Chisamya

**Title:** Senior Finance and Administration Officer

## 1. INSTRUCTIONS TO THE BIDDERS

1. The proposal should be submitted as per the following instructions, and in accordance with the Terms and Conditions of the Standard Contract attached as Annex III to this RFP:
  - a. **PRICES:** The financial proposal shall be in United States Dollars (USD) stating all the costs necessary by the Consultant for the performance of the Contract and **must not include** any of the following taxes: value added tax and social charges or/and income taxes on non-resident personnel's fees and benefits. The Council of Bureaux (COMESA Yellow Card) is exempted from any form of taxes and social charges under the COMESA / Republic of Zambia Host Agreement.
  - b. **EVALUATION AND AWARD OF CONTRACT:** Proposals determined to be compliant to the requirements will be evaluated by comparison of their prices. A proposal shall be considered compliant to the requirements if: it fulfils the formal requirements (see Paragraphs (b), (c), (d) and (e) above), has received minimum score of 55 points out of 70 points for the technical proposal, and the financial proposal is of reasonable amount in line with the scope of work. The award will be made to the bidder with the highest technical score and whose financial proposal price is the lowest.
  - c. **VALIDITY OF THE PROPOSAL:** Proposals should be valid for a period of 90 days from the date for deadline for submission indicated in Paragraph (g) above.
2. The assignment is expected to commence seven (7) calendar days after contract signing but not later than fourteen (14) calendar days from the date of signature of the Contract.
3. Proposals submitted by hard copies shall be rejected.
4. Additional request for information and clarifications can be requested, no later than 7 calendar days prior to the deadline indicated in the paragraph (g) above, from:

### **The Administration Unit**

Council of Bureaux Secretariat.  
COMESA Centre, Ben Bella Road,  
P.O. Box 30051, Lusaka – Zambia,  
**Telephone:** +260 211 2297226/29.  
**Mobile:** +260778355808

**Contact:** The Senior Finance and Administration Officer  
**E-Mail:** schisamya@comesa.int

### **ANNEXES:**

ANNEX I: Terms of Reference  
ANNEX II: Proposed Payment Terms  
ANNEX III: Standard Contract Terms and Conditions

## 2. SUBMISSION REQUIREMENTS

### a) TECHNICAL PROPOSAL

5. Interested bidders shall submit a Technical Proposal that shall contain the following:

- a) Technical Proposal Submission Form **(Form I)**.
- b) Details of their Legal Practice including physical location, contact details and details of the Firm's partners or Directors.
- c) Understanding of the assignment and proposed methodology.
- d) Proposed team composition and assigned tasks **(Form II)**.
- e) Curriculum vitae of the proposed staff that shall include names, position, details of experience and qualifications **(Form III)**.
- f) Detailed work plan and proposed reporting timelines or turn around times.
- g) Provide evidence of experience previously undertaken on similar assignments **(Form IV)**.

**FORM I – Technical Proposal Submission Form (must be on the Firm’s letter head)**

[\_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Dear Sirs,

We, the undersigned, offer to provide the consultancy legal services in accordance with your Request for Proposal dated..... (*Date*) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, (and a Financial Proposal sent separately through e-mail)

We understand you are not bound to accept any Proposal

you receive. We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

**FORM II – Proposed Team Composition and Assigned Tasks**

<b>Name</b>	<b>Position</b>	<b>Responsibilities and Tasks Task</b>

**FORM III – Format of Curriculum Vitae (CV) of Proposed Staff**

**Name of Staff:** \_\_\_\_\_

**Position in the Firm:** \_\_\_\_\_

**Proposed Overall Responsibility:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Number of Years with the Firm:** \_\_\_\_\_

**Nationality:** \_\_\_\_\_

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**Details of Tasks to be Assigned (*please list*):** \_\_\_\_\_

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**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

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**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

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**Certification:**

I, the undersigned, certify that this information correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date:

*[Name and Signature of staff member]*

\_\_\_\_\_ Date:

*[Name and Signature of the Firm's Representative]*

**FORM IV – FIRM’S REFERENCE**

**Relevant services carried out in the last five years that best illustrate the firm’s experience in undertaking similar assignments (Provide the first top five assignments)**

Please use the format below, provide information on each assignment for which your firm either individually or in association was legally contracted.

Assignment Name:	Country:
Location within Country:	Professional Staff provided by your Firm/Entity (profiles):
Name of Client:	No. of Staff:
Address:	Days/Months (Duration of Assignment):
Start Date (Month/Year):	Approx. Value of Services (USD):
Completion Date (Month/Year):	
Name of Associated Consultants (If any):	No. of days/ months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

**b) FINANCIAL PROPOSAL**

6. Interested bidders shall submit a financial proposal, indicating retainer fees for each of the years (1) and (2) in United States Dollars (USD) excluding any taxes and social charges as using the following Forms:

- a)** Financial Proposal Submission Form (**Form V**)
- b)** Summary of Costs (**Form VI**)

**FORM V – FINANCIAL PROPOSAL SUBMISSION FORM**

[ \_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Dear Sirs,

We, the undersigned, offer to provide the consultancy legal services in accordance with your Request for Proposal dated..... (*Date*) and our Proposal. We are hereby submitting our Financial Proposal of the sum United States Dollars (USD)..... for the two years.

We understand you are not bound to accept any Proposal  
you receive. We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

**FORM VI – SUMMARY OF COSTS**

NO.	COST ELEMENT (FOR YEAR 1, YEAR 2 AND TOTAL)
1.	Retainer Fee per Month
2.	Per Matters Costs - Indicative hourly rates for attending to specific legal Matters (For Senior Counsel, Counsel and Associate)
3.	Disbursements (Please express as a percentage) (If Any)

**3. EVALUATION CRITERIA AND SELECTION METHOD**

7. The Proposals shall be evaluated in three (3) stages; Mandatory, Technical and Financial. The evaluation criteria will be based on the following weights: -
- a) Mandatory Evaluation – Pass/Fail
  - b) Technical Evaluation – Out of 70 points with a minimum pass mark of 55 points.
  - c) Financial Evaluation – 30 points.

**(a) Mandatory Evaluation**

8. The bids shall undergo a general pre-qualification process in order to determine the compliance of a bid with the following mandatory requirements. Bidders are required to comply with the following requirements, failure to which the firm shall not proceed to the next stage of evaluation Stage.

No	Requirements	Pass	Fail
1.	Firm's profile (History, contacts and services)		
2.	Certificate of business registration / Incorporation of the Firm.		
3.	Provide current / valid practicing certificates for the proposed service team (Advocates and Associates) by the Law Association of Zambia.		
4.	Provide a list of Partners or Directors with their contact details.		
5.	Evidence of registration for Income Tax and VAT by the Revenue Authority.		
6.	Valid and current Tax Compliance / Clearance Certificate from the Revenue Authority.		
7.	Electronic copies of the Request for Proposal (RFP) / Bid documents (Technical and Financial Proposal)		
8.	Evidence of undertaking similar assignments in the last three (3) years (Attach at least three (3) reference letters)		
9.	Evidence of Professional Indemnity Insurance cover (Minimum limit of US\$ 100,000)		

**(b) Technical Evaluation**

9. The Technical Evaluation criteria to be used is as follows:

	<b>CRITERIA</b>	<b>WEIGHT</b>
<b>1</b>	<b>Relevant Experience for the Assignment</b>	
a	List of <b>top ten (10)</b> (in terms of complexity and value) legal consultancies undertaken in the last five years and provide nature of the assignment, dates, name of the organization/company and contact persons who would have details of the assignments undertaken (Score of 0.5 per assignment).	5
b	Number of years of experience in drafting and providing advice on legal instruments e.g. Protocols, Treaties, company constitutions etc. Please be specific on the type of instruments and names of organizations that your firm provided the consultancy services.	5
c	Years of experience / existence of the firm / Consultant : Minimum of ten years (Score of 0.5 per year)	5
d	Years of experience of the Firm / Consultant in providing legal advice on contracts (general and employment), arbitration, litigation, providing general legal advisory services including compliance and legal risk management.	10
	<b>Sub Total</b>	<b>25</b>
<b>2</b>	<b>Methodology and Approach</b>	
a	Understanding the Terms of Reference (ToRs) (Provide a brief as per the Technical Proposal Submission requirements) and conformity with the RFP submission requirements.	10
b	Appropriateness of Methodology to effectively carry out the assignment <ul style="list-style-type: none"> <li>• Clarity and completeness of description of methodology</li> </ul>	15
c	Project schedule/work plan, allocation of proposed staff and proposed reporting timelines / turn-around times.	5
	<b>Sub Total</b>	<b>30</b>
<b>3</b>	<b>Human Resource Capacity</b>	
a	Team leader: General education background and professional qualifications, length of experience, positions held, duration with the firm and experience in the country/region. The minimum qualifications is Masters' Degree in Law (Attach evidence)	5
b	Team leader's fitness in carrying out the assignment: multi-disciplinary experience in arbitration, litigation and providing legal advisory services (Attach evidence)	5
c	Other key staff: Education background, qualifications and experience, positions held and duration with the firm. The minimum qualifications is Bachelor's Degree in Law (Attach evidence)	5
	<b>Sub Total</b>	<b>15</b>
	<b>Total (Points)</b>	<b>70</b>

Note: To be eligible for the Financial Evaluation, bidders must score at least sixty **(55 points)** out of seventy **(70) Points** at the Technical Evaluation stage.

**(c) Financial Evaluation**

10. The table below gives criteria to be followed for the financial evaluation stage:

<b>NO.</b>	<b>COST ELEMENT</b>	<b>WEIGHT (30 Points)</b>
1.	Retainer Fee per Month	
2.	Per Matter Costs - Indicative hourly rates for attending to specific legal Matters (For Senior Counsel, Counsel and Associate)	
3.	Disbursements (Please express as a percentage) (If Any)	

11. The Financial evaluation will consist of a maximum of 30 points and these will be calculated using the following formulae:

$$\text{Financial Score} = 30 \times \text{Pm}/\text{P};$$

where: -

Pm: Lowest priced financial proposal

P: Total bid price of the bid under consideration.

12. Both technical and financial scores will be combined and the firm achieving the highest combined technical and financial score will be considered for award of the tender. The Secretariat shall use the Quality Cost Based Selection Method (QCBS).

## **ANNEX I - TERMS OF REFERENCE**

### **1. BACKGROUND**

The Council of the Bureaux (COMESA Yellow Card) is an autonomous Institution of the Common Market of the Eastern and Southern Africa (COMESA) which is mandated to coordinate the COMESA Yellow Card Scheme operations in the COMESA Region. The COMESA Yellow Card Scheme is a regional third-party motor vehicle insurance protection designed to provide guarantee for compensation to third-party road traffic accident victims caused by foreign motorists visiting or transiting through another member country in accordance with the laws governing compulsory third-party motor vehicle insurance.

The Council of Bureaux Secretariat which is the coordinating organ of the COMESA Yellow Card Scheme based in Lusaka, Zambia wishes to contract on a consultancy and retainer basis a Legal Firm which is registered and licensed to practice law in the Republic of Zambia to offer legal services.

### **2. OBJECTIVES**

The External Consulting Legal Firm shall provide legal services to the Council of Bureaux Secretariat and its governance structures to ensure the Institution operates within its legal framework, in a compliant manner.

### **3. SCOPE OF WORK**

The External Consulting Legal Firm shall mainly undertake the following:

- a) Provide sound legal advice on any matters affecting the operations of the Council of Bureaux and its governance structures in areas of but not limited to the COMESA Yellow Card legal instruments, governance, contracts, employment matters, operating rules or policies and general legal compliance;
- b) Assist to negotiate contracts and vetting supplier and service provider contracts, agreements and providing legal advice on the same;
- c) Represent and defend the Institution in litigation and arbitration matters;
- d) Undertake extensive legal research and analysis; handle a range of multi-disciplinary complex legal matters including interpretation and application of various legal instruments that support the operations of the COMESA Yellow Card Scheme. (the Scheme);
- e) Prepare legal opinions or advice on a wide range of e background papers, studies, memoranda, reports and other legal documents relating to the Scheme.
- f) Provide support in Legal compliance and Legal risk management to ensure the Council of Bureaux Institution adheres to relevant Laws and Regulations. The Consultant shall

also be called upon to develop, implement compliance programmes to mitigate legal risks and train staff on legal and compliance matters.

- g) Liaise closely with the Chief Executive Officer on legal issues affecting the Council of Bureaux Institution.

#### **4. EXPECTED OUTPUTS**

The Legal Consultant will be expected to deliver the following:

- a) Legal advice on strategic and operational aspects of the Council of Bureaux Institution and deliver outputs in line with the scope of work as outlined in section 3 above;
- b) Legal opinions as required;
- c) Vetted contracts or Agreements for procurement of goods and services;
- d) Successful defence in favour of the Council of Bureaux Institution of litigation and arbitration matters.

#### **5. DURATION OF THE ASSIGNMENT**

The initial engagement period will be for two (2) calendar years, renewable based on satisfactory performance, availability of budgetary resources and organisational requirements of the Council of Bureaux Institution.

#### **6. CONSULTANTS PROFILE**

The Legal Consultant should have the following:

- a) Must be a duly registered Legal Firm in the Republic of Zambia and in good standing with the Law Association of Zambia (LAZ);
- b) The firm must be in existence for not less than ten (10) years;
- c) Must designate a lead for the assignment with a minimum of fifteen (15) years of practical experience in active legal practice;
- d) Must demonstrate a good understanding of Legal and Regulatory frameworks affecting Regional Institutions and operations of Regional Institutions like the Council of Bureaux;
- e) Must demonstrate diverse exposure in disciplines of legal practice including advisory services, litigation, arbitration, governance, compliance and legal risk management, contracts and employment matters.

- f) Language proficiency – excellent command of English. Proficiency in French would be advantageous.
- g) Professional Indemnity Insurance with a minimum cover of US\$ 100,000 or equivalent of Zambia Kwacha.

## **7. ACCOUNTABILITIES AND RESPONSIBILITIES**

The Consultant shall be accountable to the Chief Executive Officer of the Council of Bureaux Secretariat.

The Council of Bureaux Secretariat shall timely provide all relevant documents or information required by the Consultants in the execution of their functions.

## **8. REMUNERATION**

The Consultant shall be paid an agreed **annual retainer fee** payable in two instalments being 60% upon signing of the consultancy contract and 40% after a period of three (3) months thereafter. The Council of Bureaux Secretariat shall agree a fee with the Consultant for any project specific legal services. During the second year, the Consultant shall be paid the annual retainer fee of 60% during the first month and 40% thereafter.

## **9. TRAVEL AND SUBSISTENCE**

The Council of Bureaux Secretariat will cover transport costs and the daily subsistence allowance for the Consultant in cases of travel outside Lusaka.

## **10. MODE OF RECRUITMENT OF THE CONSULTANT**

The Council of Bureaux Secretariat shall engage the consultant through open tendering procedures.

## ANNEX II – PROPOSED PAYMENT TERMS

### 1. PAYMENT SCHEDULE

The following indicative payment schedule may be applied, subject to the contract terms and procurement procedures of the CBS:

#### Year 1

Milestone	Expected Deliverable	Indicative Payment
1	Upon signing of a contract	60%
2	Three (3) Months thereafter	40%

#### Year 2

Milestone	Expected Deliverable	Indicative Payment
1	Within the First Month	60%
2	Three (3) Months thereafter	40%

## ANNEX III – STANDARD CONTRACT 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 “Consultant”) of the other part;

**WHEREAS** Council of Bureaux 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, “Consultant’s Personnel,” to perform the Services.
  - (c) The Consultant shall submit to Council of Bureaux the reports in the form and within the time periods specified in Annex C, “Consultant’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 Council of Bureaux

The Council of Bureaux 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) Council of Bureaux shall give not less than seven (7) days' written notice of termination to the Consultant.

(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 Consultant, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to Council of Bureaux a false statement which has a material effect on the rights, obligations or interests of Council of Bureaux.

(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 Council of Bureaux, 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 Consultant

The Consultant may terminate this contract, by not less than seven (7) days' written notice to Council of Bureaux, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 3.2.

(a) If Council of Bureaux 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 Council of Bureaux fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.

(d) If Council of Bureaux 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 Council of Bureaux of the Consultant'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, the Council of Bureaux shall pay the Consultant 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 Consultants' costs and profits as well as any tax obligation that may be imposed on the Service Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

**Year 1**

Milestone	Expected Deliverable	Indicative Payment
1	Upon signing of a contract	60%
2	Three (3) Months thereafter	40%

**Year 2**

Milestone	Expected Deliverable	Indicative Payment
1	Within the First Month	60%
2	Three (3) Months thereafter	40%

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 Council of Bureaux makes reservations within fourteen (14) working days from the submission, the Deliverables are deemed accepted;
- (b) In case of reservations by Council of Bureaux 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
- (d) The Acceptance is definitive and cannot be doubted for any reason whatsoever.

D. Payment Conditions

Payment shall be made in **US\$**..... 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, Council of Bureaux shall make the following payments to the Consultant:

- (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 Consultant's Personnel.

## 6. Project Administration

### A. Coordinator

Council of Bureaux 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 Council of Bureaux and for receiving and approving invoices for the payment.

### B. Reports

The reports listed in Annex C, "Consultant'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

Council of Bureaux shall timely provide to the Consultant, 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 Council of Bureaux.

### D. Decisions

Council of Bureaux 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 Council of Bureaux 's Coordinator and the Consultant, the Consultant can bring the issue into the attention of the Council of Breaux Secretariat Chief Executive Officer, which is entitled to express Council of Bureaux's final decision on the issue brought into attention.

### E. Assistance

Council of Bureaux shall co-operate with the Consultant and shall not interfere with or obstruct the proper performance of the Services. Council of Bureaux 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 Consultant'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 Consultant'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 Consultant'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 Council of Bureaux considers unsatisfactory as a result of their incompetence to render the Services or their misconduct.

**8. Confidentiality**

- (a) The Consultant 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 Council of Bureaux's business or operations without the prior written consent of the Council of Bureaux.
- (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 Council of Bureaux under the Contract shall belong to and remain the property of Council of Bureaux. The Consultant may retain a copy of such documents and software but shall refrain from using it without the prior written consent of Council of Bureaux.

- 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 Consultant, 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 Council of Bureaux Secretariat principles of modifying contracts as laid down in its Procurement Rules.
- 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 Council of Bureaux'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 Consultants' Liability towards Council of Bureaux:
- (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 Consultant, with respect to damage caused by the Consultant to Council of Bureaux 's property, shall not be liable to Council of Bureaux:
- (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 Consultant'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 Consultants' liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant's 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:** Consultant’s Personnel  
**Annex C:** Consultant’s 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]***

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