



COUNCIL OF BUREAUX SECRETARIAT

REQUEST FOR PROPOSALS

Reference Number: CBS/PROC/01/09/2026

ENGAGEMENT OF A CONSULTANT TO CONDUCT ACTUARIAL ANALYSIS AND DEVELOPMENT OF THE COMESA YELLOW CARD SCHEME TRAVEL MEDICAL INSURANCE (TMI) RIDER

Issue Date: 16 September 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
Mobile: +260778355808
E-Mail: 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(144)SC-vnm

Date: 16 September 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 conduct Actuarial Analysis and Product Development of the COMESA Yellow Card Travel Medical Insurance (TMI) Rider** to be procured under the Contract reference number **CBS/PROC/01/09/2026**.
- 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, 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 address 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
- g) The deadline for submission of your proposal, to the e-mail address indicated above is: **17.00 Hours (GMT+2) on 29 September 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 immediately after contract signing but not later than five (5) 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 Consultant / Consultancy Firm including physical location, contact details and details of the Firm's partners or directors.
- c) Understanding of the assignment and proposed methodology. Please also provide comments on the Terms of Reference.
- 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 **(Form IV)**.
- g) Provide evidence of experience previously undertaken on similar assignments **(Form V)**.

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 services **to conduct Actuarial Analysis and Product Development of the COMESA Yellow Card Travel Medical Insurance (TMI) Rider** 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 Consulting Firm]*

_____ *[Address:]*

FORM II – Proposed Team Composition and Assigned Tasks

Name	Position	Responsibilities and Tasks Task

FORM III – Format of Curriculum Vitae (CV) of Proposed Team members

Name of Staff: _____

Position in the Firm: _____

Proposed Overall Responsibility: _____

Date of Birth: _____

Number of Years with the Firm: _____

Nationality: _____

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

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].

Education:

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

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.]

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 – DETAILED WORKPLAN AND REPORTING TIMELINES

No.	Tasks and Deliverables	Weeks				
		1	2	3	4	5
1	Inception Report					
2	Actuarial analysis and risk assessment report.					
3	Draft Travel Medical Insurance product specification and benefit schedule.					
4	Pricing and rating framework with supporting assumptions and models.					
5	Operational and governance framework					
6	Final TMI product prototype for submission to the Technical Working Group and Management Committee					

FORM V – CONSULTANT'S EXPERIENCE

Relevant services carried out in the last five years that best illustrate the consultant'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 fixed consultancy fee and any reimbursements expressed in United States Dollars (USD) but excluding any taxes and social charges using the following Forms:

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

FORM VI – FINANCIAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Dear Sirs,

We, the undersigned, offer to provide the consultancy services **to conduct Actuarial Analysis and Product Development of the COMESA Yellow Card Travel Medical Insurance (TMI) Rider** 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 assignment.

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 Consultancy Firm*]

_____ [*Address*:]

FORM VII – SUMMARY OF COSTS

NO.		Amount (US\$)
1.	Fixed Consultancy Fee	
	Total	

3. EVALUATION CRITERIA AND SELECTION METHOD

7. The Proposals shall be evaluated in two (2) stages; Technical and Financial. The evaluation criteria will be based on the following weights: -

- a) Technical Evaluation – Out of 70 points with a minimum pass mark of 55 points.
- b) Financial Evaluation – 30 points.

(a) Technical Evaluation

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

	CRITERIA	WEIGHT
1	Relevant Experience for the Assignment	
a	List of top five (5) (in terms of complexity and value) of similar 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 1 point per assignment).	5
b	Number of years of experience in undertaking consultancy work in actuarial services.	3
c	Number of years of experience in designing multi-country or regional insurance schemes: Minimum of five (5) years	7
d	Years of experience of the Firm / Consultant in undertaking consultancy work in actuarial analysis and pricing of health, travel, personal accident, or similar insurance products: Minimum of five (5) years (Score of 2 points per year)	10
	Sub Total	25
2	Methodology and Approach	
a	Understanding the Terms of Reference (ToRs) (Provide comments on the TORs) and conformity with the RFP submission requirements.	10
b	Appropriateness of Methodology to effectively carry out the assignment - Clarity and completeness of description of methodology. - Relevance of proposed methodology.	15
c	Project schedule/work plan, allocation of proposed staff from related diverse marketing related specialisations and proposed reporting timelines.	5

	Sub Total	30
3	Human Resource Capacity	
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 are Bachelors' Degree in Actuarial Sciences or related field and an Internationally recognized professional actuarial qualification (Attach evidence)	5
b	Team leader's fitness in carrying out consultancies in actuarial analysis and pricing of Health and Insurance Products (Attach evidence)	5
c	Other key team members: Education background, qualifications and experience including in consultancy assignments and positions held. The minimum qualifications are Bachelor's Degree in Actuarial Sciences or related field and progression towards attainment of an Internationally recognized professional actuarial qualification.	5
	Sub Total	15
	Total (Points)	70

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.

(b) Financial Evaluation

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

NO.	COST ELEMENT	WEIGHT Points) (30
1.	Fixed Consultancy Fees	

10. 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.

11. 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

Consultancy Services for Actuarial Analysis and Product Development of the COMESA Yellow Card Travel Medical Insurance (TMI) Rider

1. Introduction and Background

The Common Market for Eastern and Southern Africa (COMESA) operates the COMESA Yellow Card Scheme, a regional third-party motor insurance mechanism that facilitates cross-border movement of vehicles across Member States. The Scheme is administered through the Council of Bureaux Secretariat (CBS), in collaboration with National Bureaux and the appointed Pool Managers.

At its 62nd Meeting held in July 2025, the COMESA Yellow Card Scheme Management Committee approved the development of a **mandatory Travel Medical Insurance (TMI) rider** embedded within the Yellow Card product. The objective is to address medical emergencies, accidents, evacuation, and repatriation risks faced by drivers and occupants travelling across borders within the COMESA region.

A Technical Working Group (TWG) comprising selected the National Bureaux Burundi, Djibouti and Zimbabwe, the Pool Managers and the CBS Secretariat was constituted to oversee the development of this product. One of the key recommendations of the Management Committee was the engagement of an independent consultant to undertake a comprehensive actuarial study and support the design, pricing, and operationalisation of the TMI rider.

COMESA hereby invites qualified actuarial and insurance product development consultants to submit proposals for this assignment.

2. Objectives of the Assignment

The overall objective of this consultancy is to support the COMESA Yellow Card Scheme in designing and pricing a financially sustainable, operationally feasible, and regulatorily compliant Travel Medical Insurance rider to be embedded within the Yellow Card.

Specific objectives are to: -

- Conduct a comprehensive actuarial assessment of travel medical and accident risks associated with cross-border motor travel within COMESA.
- Design a standardised Travel Medical Insurance product structure suitable for mandatory regional application.
- Develop an actuarially sound pricing and rating framework reflecting cross-country risk variations.
- Propose an operational and governance framework for effective implementation and claims administration.
- Deliver a regulator- and Management Committee-ready product prototype within the prescribed timelines.

3. Scope of Work

The consultant shall be required to undertake, at a minimum, the following tasks:

3.1 Data Framework and Actuarial Analysis

- Develop a standardised regional data collection template for use by National Bureaux and insurance regulators, covering exposure, claims, medical incidents, fatalities, duration of cover, destinations, and travel frequency.
- Review and validate historical data and assess data gaps across Member States.
- Propose appropriate actuarial assumptions, proxy benchmarks, or credibility adjustments where data limitations exist.
- Analyse risk exposure by country, travel corridor, vehicle type, and travel pattern, including single-entry and multiple-entry journeys.

3.2 Product Design and Benefit Structuring

Design a Travel Medical Insurance product structure that clearly defines benefits, limits, exclusions, and triggers, including:

a) Emergency Medical Treatment

Definition of covered emergency events and stabilisation criteria. - Eligibility triggers and exclusions, including pre-existing conditions and non-road-traffic incidents. - Benefit limits and sub-limits. - Treatment of incidents occurring in the insured's country of nationality or residence. - Interface with public and private healthcare providers across Member States.

b) Medical Evacuation (Medivac)

Eligibility criteria and authorisation procedures. - Permitted modes of evacuation (road, commercial flight, air ambulance). - Destination rules, including country of origin versus country of residence. - Termination points of evacuation obligations. - Cost caps, escorts, and logistics considerations.

c) Funeral and Repatriation Benefits

Covered expenses and exclusions. - Documentation requirements. - Provisions for local burial or cremation where repatriation is not feasible. - Treatment of special causes such as high-risk activities, pandemics, or force majeure events.

3.3 Pricing and Rating Framework

- Develop actuarially sound pricing models reflecting actual risk exposure and cost differentials across Member States.
- Propose a standardised premium structure denominated in USD, with guidance on local currency conversion and foreign exchange risk treatment.
- Recommend premium allocation mechanisms between Pool Managers, National Bureaux, service providers, and technical reserves.
- Conduct sensitivity analysis and stress testing on claims volatility and catastrophic exposure.

3.4 Operational and Governance Framework

- Define end-to-end operational workflows for underwriting, claims notification, claims settlement, and provider payments.

- Propose governance arrangements between the Council of Bureaux Secretariat, Pool Managers, National Bureaux, and third-party service providers.
- Recommend risk-sharing, reinsurance, or stop-loss arrangements, where appropriate.
- Identify regulatory approval pathways and compliance considerations across Member States.

3.5 Deliverables and TWG Engagement

The consultant shall be required to deliver:

1. Inception report outlining methodology and work plan.
2. Actuarial analysis and risk assessment report.
3. Draft Travel Medical Insurance product specification and benefit schedule.
4. Pricing and rating framework with supporting assumptions and models.
5. Operational and governance framework.
6. Final TMI product prototype for submission to the Technical Working Group and Management Committee.

The consultant will be expected to present findings and recommendations to the TWG and, where required, to the Management Committee.

4. Duration of Assignment

The assignment is expected to be completed within **Four (4) to Five (5) weeks** from contract commencement, in line with the Technical Working Group and Management Committee reporting timelines.

5. Consultant Qualifications and Experience

Interested consultants must demonstrate:

- Proven experience in actuarial analysis and pricing of health, travel, personal accident, or similar insurance products.
- Experience in designing multi-country or regional insurance schemes.
- Familiarity with insurance regulatory frameworks within Africa.
- Capacity to deliver high-quality outputs within compressed timelines and under data-constrained environments.
- Strong stakeholder engagement and technical presentation capabilities.

6. Proposal Submission Requirements

Consultants are required to submit the following:

- A technical proposal outlining the proposed methodology, approach, and understanding of the assignment.
- Relevant organisational and individual experience, including references for similar assignments.
- Details of the proposed team, including roles and qualifications of key personnel.
- A financial proposal with a clear and detailed cost breakdown.
- An indicative work plan and timeline aligned to the scope of work.

7. Evaluation Criteria

Proposals will be evaluated based on:

- Technical understanding and methodology.
- Relevant experience and qualifications.
- Adequacy of proposed staffing and work plan.
- Financial competitiveness and value for money.

8. Reporting and Contracting Arrangements

The selected consultant will report to the **Technical Working Group** and work closely with the **COMESA Council of Bureaux Secretariat** and the **Pool Managers**. Contracting will be in accordance with COMESA Council of Bureaux Secretariat procurement policies and procedures.

9. Submission Instructions

Proposals should be submitted electronically in accordance with the instructions that will be communicated by the Council of Bureaux Secretariat. Late submissions will not be considered.

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 Council of Bureaux Secretariat:

Milestone	Expected Deliverable	Indicative Payment
1	Approval of inception report and work plan	20%
2	Submission of Draft Travel Medical Insurance product specification and benefit schedule.	40%
3	Submission of Final TMI product prototype for submission to the Technical Working Group and Management Committee.	20%
4	Approval of final Final TMI product prototype	20%

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 obligations that may be imposed on the Service Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

Milestone	Expected Deliverable	Indicative Payment
1	Approval of inception report and work plan	20%
2	Submission of Draft Travel Medical Insurance product specification and benefit schedule.	40%
3	Submission of Final TMI product prototype for submission to the Technical Working Group and Management Committee.	20%
4	Approval of final Final TMI product prototype	20%

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 doubt 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]***

For Council of Bureaux	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>	