S E L E C T I O N O F C O N S U L T A N T S

REQUEST FOR PROPOSALS CONSULTING SERVICES

FOR

PROCUREMENT OF A CONSULTANT FOR THE IMPLEMENTATION OF ENTERPRISE GOVERNANCE OF INFORMATION TECHNOLOGY SYSTEM BASED ON COBIT 19 FRAMEWORK AT THE ZAMBEZI RIVER AUTHORITY.

RFP NO: ZRA-CSD-05-26

CLIENT: ZAMBEZI RIVER AUTHORITY

COUNTRY: ZAMBIA AND ZIMBABWE

ISSUED ON: 1st November 2026

PART I

Section 1. Letter of Invitation

Name of Assignment : Implementation of Enterprise Governance of Information Technology System based on COBIT 19 framework

RFP No.: **ZRA-CSD-05-26**

Dear Mr./Ms.:

1. The Zambezi River Authority invites proposals to provide the following consulting services (hereinafter called "Services"): Provision of consultancy services for implementation of Enterprise Governance of Information Technology System based on COBIT 19 framework. More details on the Services are provided in the Terms of Reference (Section 7).

2. This Request for Proposals (RFP) is addressed to all prospective consultants.

3. A firm will be selected under **Quality Cost Based Selection (QCBS)** procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Procurement policies of the Client as well as the Zambia Public Procurement Authority.

4. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants and Data Sheet
   Section 3 - Technical Proposal FTP - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 – Eligible Countries
   Section 6 – ZPPA Regulations – Corrupt and Fraudulent Practices
   Section 7 - Terms of Reference.
   Section 8 - Standard Forms of Contract - Lump-Sum.

5. Please inform us by **13 November 2026** in writing by E-mail at procurement@zambezira.org

   Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

6. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,



Misozi Mbawo
MANAGER-PROCUREMENT

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Guidelines" means the policies of the African Development Authority governing the selection and Contract award process as set forth in this RFP.

(c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.

(d) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.

(e) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(h) "Day" means a calendar day.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(j) "Government" means the governments of the Client's countries.

(k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is

taken into account in the technical evaluation of the Consultant's proposal.

(m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(n) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(u) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) (Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) (Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Authority's financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority and the Client throughout the selection process and the execution of the Contract.

(iv) Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Authority and the Client requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.

5.2 In further pursuance of this policy,

Consultant shall permit the Authority and the Client to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client and the Authority.

6. Eligibility

6.1 The Authority and the Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in its Rules and Procedures for the Use of Consultants in its Procurement Policy.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Authority in accordance with the above Clause 5.1 or in accordance with the Authority's Whistleblowing and Complaints Handling Policy and The Implementation of a Sanctions Process within the Authority shall be ineligible to be awarded a contract, or to benefit from a contract, financially or otherwise, during such period of time as the Client shall determine.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Client's countries prohibit commercial relations with that country, provided that the

Authority is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country

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c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Client's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

d. Restrictions for public employees

6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest).

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the

replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Authority's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated amount or Key Experts' time input (expressed in person-month), but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) [reimbursable expenses] indicated in the Data Sheet.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the

Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

17.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the time and date of the technical proposal submission deadline]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Authority's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Authority on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Authority issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

22.

22.1 This is left deliberately blank.

23. Public Opening of Financial Proposals

23.1 After the technical evaluation is completed and the Authority has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Authority.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In

case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client's country on the remuneration of non-resident Experts for the services rendered in the Client's country are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Combined Quality and Cost Evaluation

27.1 In the case of Quality-and-Cost-Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal

and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The financial negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Authority.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Authority's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations, the Client shall obtain the Authority's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per

the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	**Zambia** and **Zimbabwe**
2.1	**Name of the Client:** Zambezi River Authority **Method of selection**: Quality Cost Based Selection (QCBS)
2.2	**The name of the assignment is**: Implementation of Enterprise Governance of Information Technology System based on COBIT 19 framework.
2.3	**A pre-proposal conference will be held**: No
2.4	**The Client will provide the following inputs, to facilitate the preparation of the Proposals**: **N/A**
B. Preparation of Proposals	
9.1	**This RFP has been issued in the English language.** Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	**The Proposal shall comprise the following**: **<u>For FULL TECHNICAL PROPOSAL (FTP):</u>** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 AND

	2nd Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking
10.2	**Statement of Undertaking is required: Yes.**
11.1	**Participation of Sub-consultants,** Key Experts and Non-Key Experts in more than one Proposal is permissible**: Yes**.
12.1	**Proposals must remain valid for ninety (90) calendar days** after the proposal submission deadline **(i.e., until: 01 March 2027)**
13.1	**Clarifications may be requested no later than seven (7) days prior to the submission deadline.** The contact information for requesting clarifications is: misozi.mbawo@zambezira.org Cc: procurement@zambezira.org
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes
14.1.2	Estimated input of Key Experts': "Not applicable".
14.1.3	"Not applicable".
15.2	The format of the Technical Proposal to be submitted is: **Full Technical Proposal (FTP).** Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support;

	(4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable and provisional or fixed sums (if any)]
16.2	**A price adjustment provision applies to remuneration rates:** No.
16.3	Information on the Consultant's tax obligations in the Client's country can be found on https://www.zra.org
16.4	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically. All proposals to be submitted by hand as physical copies.
17.4	**The Consultant must submit:** (a) **Technical Proposal:** one (1) original and 3 copies; and a soft copy in a **USB drive** attached to the Technical Proposal. (b) **Financial Proposal:** one (1) original and 3 copies, a soft copy in a **USB drive**
17.7 and 17.9	**The Proposals must be submitted no later than:** **Date:** 01 December 2026. **Time:** 1600 hours Zambia Local time **The Proposal submission address is:** Attention: **Manager - Procurement, Mrs. Misozi Mbawo for Chief Executive** Zambezi River Authority 32 Cha Cha Cha Road, Kariba House, Lusaka. Floor/ number: Registry Office- 5th Floor City: Lusaka **ZAMBIA**

	Or Zambezi River Authority 4th Floor, Club Chambers Building, Corner 3rd Street and Nelson Mandela Avenue, City: Harare **Zimbabwe**
19.1	An online option of the opening of the Technical Proposals is offered: No **The physical opening of the Technical Proposal shall take place at:** Zambezi River Authority 32 Cha Cha Cha Road, Kariba House, Lusaka. Floor/ number: Registry Office- 5th Floor City: Lusaka **ZAMBIA** **And** Zambezi River Authority 4th Floor, Club Chambers Building, Corner 3rd Street and Nelson Mandela Avenue, City: Harare **Zimbabwe** **Date**: **01 December 2026** Time: *1600 hours Zambia Local Time (CAT).*
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals**: Names of the Bidders who would have submitted their bid and whether they have or not submitted two (2) separate envelops for the technical and financial bid.
21.1 [for FTP]	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: Points (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment (See Form Tech 2): [10]** (ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [25]** (iii)**Key Experts' qualifications and competence for the Assignment:** {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

	(a) Position KE-1 : Team Leader [30] (b) Position KE-2 : Support Consultant 1 [15] (c) Position KE-3 : Support Consultant 2 15] **Total points for criterion (iii):** **[60]** The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1. General qualifications (general education and training): [**20 %]** *2.* Adequacy for the Assignment (experience in the sector/similar assignments) **[80%]** Total weight: **[100%]** (iv) **Transfer of knowledge (training) program** (relevance of approach and methodology and alignment with the workplan) Total points for criterion (iv): **[5]** **Total points for the five criteria*:*** **[100]** The minimum technical score (St) required to pass is: **75%**. Only bids who would have scored **75%** and above in the technical evaluation will proceed to financial envelope opening and assessment.
23.1	**An online option for the opening of the Financial Proposals is offered**: No. Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact Misozi Mbawo on misozi.mbawo@zambezira.org and procurement@zambezira.org and request to be notified of the location, date and time of the public opening of Financial Proposals. Alternatively, a notice of the public opening of Financial Proposals will be sent to all bidder with the results of the technical proposal evaluation.
25.2	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and may be added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: **United States Dollars** The official source of the selling (exchange) rate is: Standard Chartered Authority Zambia. The date of the exchange rate is: seven (7) days before the bid submission date.
27.1	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.7 and P = 0.3 Proposals are ranked according to their combined score (S) i.e technical score (St) and financial score (Sf) using the weights (T = 0.7; P = 0.3;) as follows: S = (St x T) + (Sf x P).
	D. Negotiations and Award
28.1	**Expected date and address for contract negotiations:** Date: To be advised Address: Online Via Microsoft Team Platform
30.1	**The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following**: Issuance of notification letter to all bidders. The publication will be done within **seven (7) days** after the contract negotiation
30.2	Expected date for the commencement of the Services: **TBA**

Section 3. Technical Proposal – Standard Forms

{*Notes to Consultant* shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP (√)		FORM	DESCRIPTION
FTP	STP		
√		TECH-1	Technical Proposal Submission Form.
"√ " If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
"√" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
√		TECH-2	Consultant's Organization and Experience.
√		TECH-2A	A. Consultant's Organization
√		TECH-2B	B. Consultant's Experience
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
√		TECH-3A	A. On the Terms of Reference
√		TECH-3B	B. On the Counterpart Staff and Facilities
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
√	√	TECH-5	Work Schedule and Planning for Deliverables
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae and copies of certificates (CV)
√		TECH-7	**Professional Indemnity Insurance**: The consultant shall maintain, at its own expense, Professional Indemnity insurance with a minimum limit of (**Two Hundred Thousand United States Dollars) $200,000.00** for each claim. This insurance shall cover liability for negligence, errors, or omissions committed in the performance of services. The policy must remain in force for the duration of the contract (**4 months**) and for a period of three (3) months following the completion of the services (run-off cover). A certificate of insurance must be provided to the Authority upon request. Consultants must indicate through a letter (**Form Tech – 7**) that they will provide the Insurance upon request. This letter should be attached together with the technical proposal.
√		POA	Power of Attorney

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *{Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Authority.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Authority's policy in regard to corrupt and fraudulent/prohibited practices as per ITC 5.

(e) [Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we

undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) We are / are not under sanction by Zambezi River Authority or the ZPPA for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant (company's name or JV's name):
In the capacity of: _____
Address: _____
Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

{1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.}

B - Consultant's Experience

1. List **three (3)** previous COBIT 19 implementation consulting assignments successfully completed within the last 8 years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should substantiate the claimed experience by attaching copies of relevant **documents** and **reference letters**:

Duration	**Assignment name/& brief description of main deliverables/outputs**	**Name of Client & Country of Assignment**	**Approx. Contract value (*in US$ or EURO)/* Amount paid to your firm**	**Role on the Assignment**
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US$1 mill/US$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US$0.2 mil/US$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology.*** *{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** *{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}*

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)									Total time-input (in Months)		
		Position		**KE-1**	**KE-2**	**KE-3**	**.....**	**KE-...**			**Home**	**Field**	**Total**
KEY EXPERTS													
KE-1	{e.g., Mr. Abbbb}	Team Leader	[*Home*]	[2 month]	[1.0]	[1.0]							
			[*Field*]	[0.5 m]	[2.5]	[0]							
KE-2		Support Consultant 1											
KE-3		Support Consultant 2											
								Subtotal					
NON-KEY EXPERTS													
N-1			[*Home*]										
			[*Field*]										
N-2													
n													
								Subtotal					
								Total					

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	*{e.g., KE-1, TEAM LEADER}*
Name of Expert:	*{Insert full name}*
Date of Birth:	*{day/month/year}*
Country of Citizenship/Residence	

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

_____

_____

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}*

Period	**Employing organization and your title/position. Contact infor for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:
_____

Language Skills (indicate only languages in which you can work): _____
_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail……., phone……)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Authority.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

Form Tech 7

Sample Letter

Date: [Insert Date]

To: The Zambezi River Authority
32 Cha Cha Cha Road
Lusaka
Zambia

Subject: Letter of Undertaking Regarding Professional Indemnity Insurance – [Tender Name/Reference Number]

Dear Sir/Madam,

In accordance with the Professional Indemnity Insurance requirements stipulated in the Request for Proposal (RFP) for the above-referenced project, **[Name of Consulting Firm]** (the Consultant) hereby confirms its commitment to maintain the required insurance coverage.

We formally undertake to provide a Professional Indemnity Insurance (PII) policy with the following specific terms, should we be awarded the contract:

- **Minimum Limit of Indemnity: $200,000.00 (Two Hundred Thousand United States Dollars)** for each and every claim.
- **Scope of Coverage:** Liability arising from negligence, errors, or omissions committed during the performance of the consultancy service contract.
- **Duration of Cover:** For the full duration of the contract period (**4 months**).
- **Run-off Cover:** Extended coverage for a period of **three (3) months** following the completion of the services.

We further confirm that the cost of this insurance shall be borne entirely by the Consultant. A valid Certificate of Insurance evidencing these terms will be provided to the Authority immediately upon request or at the point of contract signing.

Yours Faithfully,

[Signature]
[Name of Authorized Representative] [Title/Position] [Name of Consulting Firm] [Company Seal/Stamp]

Power of attorney

We, the undersigned [Name of Firm], having our registered office at [Firm's Address], hereby appoint:

[Full Name of Authorized Representative],
holding the position of **[Job Title]**,
with official identification/passport number **[ID No.]**,
as our true and lawful attorney to sign all documents, including the Letter of Bid, proposal forms, correspondences, clarifications, and negotiations for the purpose of this RFP (ZRA/HR/01/25) and any resulting contract.

This Power of Attorney shall remain valid until revoked in writing.

Authorized Signature: _____
Name: _____
Position: _____
Date: _____

Witnessed by:
Name: _____
Signature: _____
Date: _____

[Attach: ID copy or Certificate of Incorporation / Board Resolution if required]

Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration/fees

FIN-4 Reimbursable expenses/costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal *dated [Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures},* [Insert "including" or "excluding"] *of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet.* The estimated amount of local indirect taxes is *{Insert currency} {Insert amount in words and figures}* which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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: _____
In the capacity of: _____
Address: _____
E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required (16.4 Data Sheet}*
Cost of the Financial Proposal, including				
(1) **Remuneration**				
(2) ***[Reimbursables]***				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{*Currency # 1- as in FIN-2*}	{*Currency # 2- as in FIN-2*}	{*Currency# 3- as in FIN-2*}	{*Local Currency- as in FIN-2*}
	Key Experts							
KE-1			[*Home*]					
			[*Field*]					
KE-2								
	Non-Key Experts							
N-1			[*Home*]					
N-2			[*Field*]					
				Total Costs				

Sample Form

Consultant: *Country:*
Assignment: *Date:*

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative *Date*

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges
(Model Form I)

(Expressed in [insert name of currency])*

Personnel		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Name	*Position*	*Basic Remuneration Rate per Working Month/Day/Year*	*Social Charges*[1]	*Overhead*[1]	*Subtotal*	*Profit*[2]	*Away from Home Office Allowance*	*Proposed Fixed Rate per Working Month/Day/Hour*	*Proposed Fixed Rate per Working Month/Day/Hour*[1]
Home Office									
Client's Country									

* *If more than one currency is used, use additional table(s), one for each currency*

1. *Expressed as percentage of 1*
2. *Expressed as percentage of 4*

FORM FIN-4 BREAKDOWN OF *[REIMBURSABLE EXPENSES]*

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. [*Reimbursable]* _____

N°	Type of [*Reimbursable Expenses]*	Unit	Unit Cost	Quantity	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
__	*{e.g., Per diem allowances**}*	{Day}						
__	*{e.g., International flights}*	{Ticket}						
__	*{e.g., In/out airport transportation}*	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
				Total Costs				

Legend:

Section 5. Eligible Countries

N/A

Section 7. Terms of Reference

Terms of Reference for Implementing COBIT 19 for Zambezi River Authority

COBIT 19 IMPLEMENTATION FOR ZAMBEZI RIVER AUTHORITY

November 2026

INTRODUCTION

The Zambezi River Authority ("the Authority") was established as a body corporate on 1st October 1987 by parallel legislation in the Parliaments of Zambia and Zimbabwe following the reconstitution of the Central African Power Corporation under the Zambezi River Authority Acts (Chapters 467 and 20:23 respectively). The Authority is jointly owned by the Governments of the Republics of Zambia and Zimbabwe in equal proportions and is mandated with the management of the Kariba Complex and the stretch of the Zambezi River (from Kazungula to Luangwa in Zambia and Kazungula to Kanyemba in Zimbabwe) which forms part of a common border between the two Contracting States.

2.Background

The Zambezi River Authority has allocated resources for the design and implementation of an Enterprise Governance of Information and Technology (EGIT) system, based on the COBIT 2019 framework, and with an extended focus on information security, and digital transformation. This strategic initiative underscores the ZRA's commitment to adopting international best practices to strengthen and transform its business operations. The Authority has contemporary ICT Business Applications, Hardware, Network and Security Systems infrastructure. The said ICT Systems have a hybrid deployment comprising of on premise and cloud hosted systems. The main technology vendors currently in use are Cisco, Microsoft, Riverbed, Huawei, Riverbed, Kaspersky and SAP. Over and above the Authority has Metropolitan fibre links in Lusaka Kariba and Harare and has WAN Link from Harare to Lusaka and is currently working on expanding its WAN to remote areas of Zambia and Zimbabwe where it operates Hydrometeorological stations. The following documents guide the ICT operations ICT Plan, Corporate Strategy, Disaster Recovery Document and ICT strategy document. Thus, the Authority has implemented to some extent some of the provisions of the assignment but not in full and not in a structured manner. Therefore, the investment in EGIT reflects the ZRA's proactive approach to optimizing its operations to enhance stakeholder value and ensure long-term sustainability.

3. Purpose

The purpose of this Request for Proposal is to appoint a suitable service provider to implement an Enterprise Governance of Information Technology (EGIT) system based COBIT 19 framework.

4.Scope of the Project

The scope for consulting services ("the Services") includes;

i. A comprehensive review and assessment of the Authority's current IT governance and management practices, information security posture, and digital capabilities.
ii. Development of an integrated Enterprise Governance of Information and Technology (EGIT) framework, encompassing:
    a. A COBIT 2019-based EGIT system.

b. An ISO 27001-aligned Information Security Management System (ISMS) leveraging COBIT 2019 processes and practices.
c. A comprehensive digital transformation strategy.

5.Project Objectives

The specific objectives of the assignment are;

i. Align IT with a business strategy to enable the achievement of overall business objectives of the Authority.
ii. Enhance the information security posture by implementing and maintaining strong information security controls to protect sensitive data and systems from unauthorized access, use, disclosure, disruption, modification, or destruction.
iii. Ensure regulatory compliance with all applicable laws, regulations, and industry standards related to IT governance, data privacy, and security.
iv. Implement a robust risk management framework to identify, assess, and mitigate IT risks to an acceptable level, protecting the organization's assets, reputation, and continuity.
v. Ensure all relevant stakeholders understand the fundamental principles of COBIT 2019 Framework and its benefits for the organization.
vi. Develop internal COBIT expertise by training a core team to design, implement, and maintain the Authority's EGIT system.

6.Scope of Services Required

6.1 COBIT IMPLEMENTATION

The consulting firm should guide the Authority in customizing COBIT 2019 for its specific business needs to ensure effective design and implementation of enterprise governance of information and technology (EGIT) system.

i. Identify stakeholder needs and drivers for enterprise governance of information and technology within the Authority.
ii. Establish clear enterprise goals derived from the ZRA's Corporate Strategy and define corresponding alignment goals to ensure IT initiatives effectively support the overarching strategic objectives.
iii. Establish tailored and SMART metrics for the Authority's enterprise and alignment goals, reflecting its unique operational context and strategic priorities.
iv. Conduct a comprehensive analysis to identify and select the most appropriate COBIT 2019 governance and management objectives (processes) and practices, with emphasis on the process component, that align with the Authority's strategic goals, risk appetite, and specific business context.
v. Customize all other components, in addition to processes, for the selected governance and management objectives and integrate them into enterprise practices to ensure seamless implementation.

vi. Assist the Authority in implementing an enterprise governance of information and technology system by following the COBIT implementation phases, and a defined program roadmap.

vii. Develop the COBIT 19 Maturity Assessment Framework designed to assist the Authority in evaluating their governance and management of enterprise IT using the COBIT 2019 framework. This framework should provide a structured approach to assess the maturity and capability of IT processes, enabling the Authority to identify strengths, weaknesses, and opportunities for improvement in their IT governance practices.

20.

21. 6.2 Implementing an ISO 27001 ISMS aligned to COBIT 2019 Framework

The consulting firm should enable the Authority to implement an information security management system aligned with COBIT 19 practices, leveraging the synergies between ISO 27001 and COBIT 2019. Specifically, the firm shall:

- Utilize the complementary nature of these frameworks by aligning and mapping ISO 27001 requirements with the objectives and practices of COBIT 19.
- Integrate the ISO/IEC 27001 controls within the broader COBIT 2019 governance and management processes and practices to provide a comprehensive approach to information security management.
- Assist the Authority in achieving ISO 27001 certification.

22. 6.3 Digital Transformation Strategy aligned with COBIT 19 Framework

The consulting firm should develop a digital transformation strategy of the Authority that will deliver the desired value through a road map of incremental changes and ensure that each initiative is clearly connected to an overarching strategy.

23. 6.4 Training

The consulting firm must provide a detailed training program for the Authority for the following;

i. COBIT 19 Framework and ICT Governance awareness sessions for Board Of Directors,Executive Management and Managers

ii. COBIT 19 COBIT Design and Implementation training and certification for five (5) ICT employees

iii. COBIT 19 COBIT Design and Implementation training and certification for three (3) ICT employees.

iv. ISO 27001 training and certification for three (3) ICT employees.

6.5 EXPECTED DELIVERABLES

The consulting firm must adhere to all guidelines, timelines and requests specified in this RFP. The expected project deliverables are as follows:

	High Level Deliverable	**Component Deliverables**
1.	Current State of Enterprise Governance of Information and Technology Report	▪ A comprehensive assessment report detailing the organization's current information and technology governance practices, including strengths covering all aspects of information and technology governance, including data management, risk management, compliance, and security.
2.	A "Fit for Purpose" Enterprise Governance of Information and Technology System based on COBIT 19 Framework	▪ A tailored enterprise governance of information and technology system that aligns with the Authority's strategic objectives and risk appetite. ▪ This includes; i. relevant COBIT 2019 governance and management objectives (processes). ii. Updated and/or newly developed ICT policies, plans, and procedures, fully aligned with the COBIT 2019 framework and tailored to ZRA's specific context. iii. Clearly defined roles and responsibilities within the ICT governance system, aligned with the selected COBIT 2019 processes. iv. IT Governance Committees, Charter and Decision Structures v. A COBIT 2019 implementation roadmap to guide ZRA on implementation identified COBIT 2019 processes to at least maturity level 3, and vi. A COBIT 19 Maturity Assessment Framework to assist the Authority in evaluating their IT governance and management maturity
3.	Digital transformation strategy for the Authority	▪ A comprehensive strategy document outlining the digital transformation vision, goals, enablers, metrics and a roadmap of incremental changes with clear links to the overarching corporate strategy.
4.	Information security management system	▪ An ISO 27001 information security management system based on COBIT infrastructure

	(ISMS) controls aligned to COBIT 19 framework	
5.	User awareness training and capacity building	▪ Enterprise wide COBIT 2019 Foundation training ▪ Capacity building of multidisciplinary teams for each of the governance and management objectives.
6.	Technical training	▪ COBIT 19 Foundation Certification Training Training for five ICT Staff ▪ COBIT Design and Implementation for training and certification for three (3) ICT staff. ▪ ISO 27001 Lead Implementer training and certification for three (3) ICT staff.
7.	Project Completion Report	▪ A comprehensive report which provides the Authority with a valuable record of the EGIT implementation project, its outcomes, and lessons learned, enabling the Authority to continuously improve their IT governance practices and maximize the value derived from their IT investments. ▪ The report should be provided within 2 weeks before project completion.
8.	Executive report	▪ Includes a summary of achievements and recommendations. This should be provided within 2 weeks before project completion.

7. Data to be provided by the Authority

The Authority will share the following data/reports with the successful firm:

- Corporate Strategy
- ZRA Annual Report
- ICT Strategy
- ICT Operational Plan
- ICT Disaster Recovery Plan
- ICT Policies and Procedures
- ICT Performance Reports
- ICT Risk and Audit Reports

8. Tools to be provided by the Consultant

The experts must provide their own computer hardware and software required to perform the assignment.

9. REQUIREMENTS FOR ASSIGNMENT

a.) **Firm Experience**

i. Complete form Tech 2 accompanied by preferably three (3) formal reference letters from clients where the firm has previously performed COBIT 19 consulting assignments completed within the last 8 years. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs.

b.) **TEAM EXPERIENCE AND COMPETENCES**

The proposed team will be evaluated on the relevance and strength of its qualifications, professional credentials/certifications and experience. The profiles below are desirable benchmarks for rated technical evaluation. Relevant equivalent qualifications, credentials and demonstrably comparable experience will be considered. A shortfall against a benchmark will affect the applicable score and will not, by itself, result in rejection.

i.) **The lead consultant**

The lead consultant is expected to direct the assignment, oversee the implementation approach and assure the quality of outputs. Higher scores will be awarded for evidence of the following:

Experience:

- Relevant 15 years of post-qualification ICT professional experience.
- Practical COBIT implementation experience.
- Completion of three relevant COBIT consulting assignments, including experience in a public sector organization. Comparable assignments and clearly documented personal responsibilities will be considered.

Qualifications

- A degree in Computer Science, Information Systems or a related discipline. A relevant master's degree, including Business Administration where relevant to ICT governance, will attract additional marks. Equivalent qualifications will be considered.
- Relevant COBIT 2019 and COBIT Design and Implementation credentials, together with a credential in enterprise ICT governance such as CGEIT (Certified in the governance of enterprise IT), or comparable credentials.
- Relevant ISO 27001 Lead Implementer credentials.

Attach copies of qualifications.

ii.) Support Consultants x (2)

The envisaged team includes two support consultants. Each expert will be rated individually against the profile below. The consultants should collectively support implementation, assessment, documentation and knowledge transfer, with clear responsibilities and adequate time inputs.

Experience:-

- Relevant 10 years of post-qualification ICT professional experience.
- Practical COBIT implementation experience.
- Completion of two relevant COBIT consulting assignments. Public sector experience will attract additional marks; comparable experience in other organizations will also be recognized.

Qualifications

- A degree in Computer Science, Information Systems or a related discipline, or an equivalent qualification.
- Relevant COBIT 2019 and COBIT Design and Implementation credentials or comparable credentials.
- Relevant COBIT 2019 trainer accreditation or demonstrated delivery of comparable training will attract additional marks.

Consultants are required to provide CVs in the prescribed format showing qualifications, credentials, dates of relevant employment, assignment descriptions, personal roles and outputs. Assignment records should identify the client, sector, duration and scope so that relevant experience can be assessed. Copies of qualifications and professional credentials should accompany the proposal to support the submissions.

Marks will be based on the evidence provided in the technical proposal. Unsupported claims receive no marks for the affected sub criterion; absence of an individual qualification or credential does not automatically disqualify the proposal.

C.) TECHNICAL PROPOSAL METHODOLOGY

i. The bidder should provide a comprehensive description of how it will provide the required services. The information provided must be sufficient to convey to ZRA that the bidder has enough understanding of the effort required to provide the requested services and that it has an approach, methodology and work plan to overcome possible challenges.

ii. The technical proposal should include, among others, the following:
    - Documentation and description of required services
    - Detailed project implementation methodology and workplan.
    - Capacity building and knowledge transfer program, which should include training sessions for technical and non-technical staff.
    - Delivery schedule should be indicated.

Evaluation Criteria

CRITERIA	MARKS
1.ORGANISATION EXPERIENCE – [10 marks]	**10 marks**
• Completed form Tech 2 accompanied by preferably three (3) formal reference letters from clients where the firm has previously performed COBIT 19 consulting assignments completed within the last 8 years. **Three (3)** qualifying assignments and above get full **6 marks**. **Two (2)** qualifying assignments get **4 marks** and one qualifying assignment **two (2) marks**	
• Accredited COBIT Implementor**. (4 Marks)**	
2. METHODOLOGY	
• Adequacy and quality of the proposed methodology, and understanding of the terms of references **(20 marks)**	**25 marks**
• Work plan – ssequencing and timing of activities and deliverables. (**5 marks)**	
3. TEAM QUALIFICATIONS & EXPERIENCE – 60 Marks	
Lead Consultant **Experience** • At least 10 years of ICT professional experience • At least five (5) years of practical COBIT implementation experience. • Completion of **three (3)** relevant COBIT consulting assignments. Comparable assignments and clearly documented personal responsibilities will be considered**.** Each qualifying assignment gets full **marks**; • Experience in a public sector organization for at least one public sector assignment.	**30 marks**
Qualifications • A degree in Computer Science, Information Systems or a related discipline. • A relevant master's degree, including Business Administration where relevant to ICT governance**.** Equivalent qualifications will be considered. • COBIT 2019 Certification; • COBIT trainer accreditation or comparable training delivery; • Relevant ISO 27001 Lead Implementer certification.	
Support Consultants x (2) **Experience**	**30 Marks**

• At least 8 years of post-qualification ICT professional experience • At least two (2) years of practical COBIT implementation experience. • Completion of **two (2)** relevant COBIT consulting assignments. Comparable assignments and clearly documented personal responsibilities will be considered. Each qualifying assignment gets **full** marks. • Experience in a public sector organization for at least one public sector assignment. **Qualifications** • A degree in Computer Science, Information Systems or a related discipline, or an equivalent qualification. Relevant degree or equivalent gets full **marks**. • COBIT 2019 Certification; • COBIT trainer accreditation or comparable training delivery; • Relevant ISO 27001 Lead Implementer certificaion. The number of points to be assigned to each of the above positions shall be determined considering the following two sub-criteria and relevant percentage weights: General qualifications (general education and training): [**20 %]** Adequacy for the Assignment (experience in the sector/similar assignments) [**80%]** Total weight: **[100%]**	
4. Transfer of knowledge (training) program (relevance of approach, methodology and alignment with the workplan)	**5 Marks**
TOTAL	**100 Marks**

D.) Timeframe

The project will commence on a day to be agreed upon by ZRA and the bidder. The successful bidder will be required to execute and conduct the services for the Authority for a period of **four (4)** months. A Gantt Chart should be provided showing all the milestones and deliverables. This should also be reflected in the workplan.

E.) Reporting

- The successful bidder will report to the Information Communications Technology Department.

- All deliverables will be in English, of high quality, well written, concise and to the point, confidential and prepared in electronic version both in Word and PDF and formats and be provided to the Authority.

Location of the assignment

The assignment will take place primarily at the Head office site in Lusaka, Zambia and within the offices of the Zambezi River Authority in Kariba and Harare. ZRA will provide suitable office space as required to carry out the assignment by the Consultant.

PART II

Section 8. Conditions of Contract and Contract Forms

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Authority's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name

Contract No. _____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient or Beneficiary]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[***Note**: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (including Attachment 1 "Authority Policy – Corrupt and Fraudulent Practices);
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

_____

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

_____

[Authorized Representative of the Consultant – name and signature]

[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. General Provisions

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Guidelines" means *[insert the title of applicable policy/guidelines]*.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

(c) "Client" means *[the implementing/ executing]* agency that signs the Contract for the Services with the Selected Consultant.

(d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(f) "Day" means a working day unless indicated otherwise.

(g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(i) "Foreign Currency" means any currency other than the currency of the Client's country.

(j) "GCC" means these General Conditions of Contract.

(k) "Government" means the government of the Client's country.

(l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(n) "Local Currency" means the currency of the Client's country.

(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**

10. Corrupt and Fraudulent Practices

10.1. The Authority requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.

a. **Commissions and Fees**

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Authority.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days

written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Authority is required.

17. Force Majeure

a. Définition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

(c) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30)

calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or Authorityrupt 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 GCC 45.1;

(d) 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 sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar 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 sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, [the Borrower's/Beneficiary's] country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Authority's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Authority and/or persons appointed by the Authority to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Authority if requested by the Authority. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Authority's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Authority's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have

engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment Authority guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments*. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted

deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment:* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within

fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

I. ELIGIBILITY

46. Eligibility 46.1 The proceeds of any Authority's financing shall be used to cover services, provided by Consultant's Experts, from Eligible Countries.

"Eligible Countries" shall mean: (a) in the case of the African Development Authority and the Nigeria Trust Fund, the member countries of the African Development Authority; and (b) in the case of the African Development Fund, any country.

Consultant's Experts from non-Eligible Countries offering services are not eligible, even if they offer these from Eligible Countries. Any waiver to this rule will be in accordance with the Articles 17(1)(d) of the Agreement Establishing the African Development Authority and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

II. General Conditions

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with the law of the Republic of Zambia.**
4.1	**The language is: English.**
6.1 and 6.2	**The addresses are:** Client : Zambezi River Authority_____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted):_____ Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
8.1	*[**Note**: If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ **For the Consultant:** *[name, title]*_____
11.1	*[Note: If there are no effectiveness conditions, state "N/A"]* *OR*

	List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Authority, effectiveness of the Authority [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.] **The effectiveness conditions are the following**: *[insert "N/A" or list the conditions]*
12.1	**Termination of Contract for Failure to Become Effective:** The time period shall be _____ *[insert time period, e.g.: four months]*.
13.1	**Commencement of Services:** The number of days shall be_____ *[e.g.: ten]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be _____ *[insert time period, e.g.: twelve months]*.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes_____ No _____
23.1	**No additional provisions.** **[OR** The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

	(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert* "Applicable Law*", if it is the law of the Client's country, or insert* "applicable law in the Client's country", *if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country].* [Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Authority prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Authority's policy on this matter which is as follows: To be acceptable to the Authority, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and *[reimbursable expenses]*. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Authority. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct. The Authority does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]
24.1	**The insurance coverage against the risks shall be as follows:** [Note: Delete what is not applicable except (a)]. (a) Professional liability insurance, with a minimum coverage of _____ **US$200,000.00 (One Million United States Dollars)**;

	(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	[**Note**: If applicable, insert any exceptions to proprietary rights provision_____
27.2	[**Note**: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used: [The Consultant shall not use these *[insert what applies…….documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the Client.] OR [The Client shall not use these *[insert what applies…….documents and* *software……..]* for purposes unrelated to this Contract without the prior written approval of the Consultant.] OR [Neither Party shall use these *[insert what applies…….documents and software……..]* for purposes unrelated to this Contract without the prior written approval of the other Party.]

32.1 (a) through (e)	[Note: List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]
32.1(f)	[**Note**: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]
38.1	**The Contract price is:** _____ *[insert amount and currency for each currency as applicable]* [indicate: inclusive or exclusive] of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.
39.1 and 39.2	[**Note:** The Authority leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant] **The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *If ITC16.3 indicates a tax exemption status, include the following: "the Consultant, the Sub-consultants and the Experts shall be exempt from"* OR If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following: *"the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,"* OR *"the Client shall reimburse the Consultant, the Sub-consultants and the Experts"*] any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;

	(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
41.2	**The payment schedule:** **[*Note:*** Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A**]** **1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the Authority guarantee for the same amount as per GCC 41.2.1]* **2nd payment: _____** **……:_____** **Final payment: _____** **[*Note:*** Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]
41.2.1	***[Note****: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance Authority payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance Authority payment guarantee:

	(1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance Authority payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against *[list the payments against which the advance is offset]*. (2) The advance Authority payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The Authority guarantee will be released when the advance payment has been fully set off.
41.2.4	**The accounts are:** for foreign currency: *[insert account]*. for local currency: *[insert account]*.
42.1	**The interest rate is**: *[insert rate]*.
45.1	[Note: In contracts with foreign consultants, the Authority requires that the international commercial arbitration in a neutral venue is used.] **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

	(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[**Note**: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant [***Note**:* If the Consultant consists of more than one entity, add*:* or of any of their members or Parties]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or

	(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country];* (b) the *[type of language]* language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[*Note*: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

……

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

*(Expressed in [insert name of currency])**

Experts		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Name	*Position*	*Basic Remuneration rate per Working Month/Day/Year*	*Social Charges*[1]	*Overhead*[1]	*Subtotal*	*Profit*[2]	*Away from Home Office Allowance*	*Agreed Fixed Rate per Working Month/Day/Hour*	*Agreed Fixed Rate per Working Month/Day/Hour*[1]
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* *If more than one currency, add a table*

Signature *Date*

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[*Note*: See Clause GCC 41.2.1 and SCC 41.2.1]

Authority Guarantee for Advance Payment

_____ *[Authority's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ *[name of Authority]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of Authority]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

_____
[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."