



THE AFRICAN CAPACITY  
BUILDING FOUNDATION

FONDATION POUR LE RENFORCEMENT  
DES CAPACITES EN AFRIQUE

*A specialized agency of the African Union*

*Une agence spécialisée de l'Union africaine*

## REQUEST FOR PROPOSAL

**RFP No.: ACBF/RFP/003/24/SALCA/BMGF**

### FOR THE PROVISION OF

**CONSULTANCY SERVICES TO PERFORM A DIAGNOSTIC STUDY TO  
START THE AFRICAN UNION TRANSFORMATIVE CLIMATE FINANCE  
PROGRAM, WHICH IS PART OF THE AFRICAN UNION-GREEN  
RECOVERY ACTION PLAN FOR SCOPING AND MAPPING THE  
GENDER-RESPONSIVE GREEN GROWTH LANDSCAPE**

**Date: 16 March 2024 (Re-Advertisement)**

**THE AFRICAN CAPACITY BUILDING  
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## Section 1. Letter of Invitation

Our Ref: ACBF/RFP/003/24/SALCA/BMGF

Dear Consultant,

1. **The African Capacity Building Foundation (ACBF)** is seeking the services of a Consultancy Firm.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Consultancy Services to Perform a Diagnostic Study to Start the African Union Transformative Climate Finance Program, which is part of the African Union-green Recovery Action Plan for Scoping and Mapping the Gender-responsive Green Growth Landscape.**
3. More details on the Services are provided in the Terms of Reference (Section 5).
4. A firm will be selected under **Quality Cost Based Selection Method** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP, in accordance with the policies of the detailed in the Consultants’ Guidelines.
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 - Terms of Reference

Section 6 - Standard Forms of Contract Lump-Sum

Please inform us within 5 days of receipt of this letter, by email to:

The Procurement Unit


The African Capacity Building Foundation,

E-mail : [procurement@acbf-pact.org](mailto:procurement@acbf-pact.org)

- (a) That you have received the Letter of Invitation; and
- (b) 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).

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

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Dab' followed by a horizontal line.

**Procurement Unit**  
Business Services and Operations  
**African Capacity Building Foundation**

<p>1. Definitions</p>	<p><b>Section 2. Instructions to Consultants and Data Sheet</b></p> <p><b>A. <u>General Provisions</u></b></p> <p>(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.</p> <p>(b) “Applicable Guidelines” means the policies of the ACBF governing the selection and Contract award process as set forth in this RFP.</p> <p>(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.</p> <p>(e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(f) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(g) “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).</p> <p>(h) “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.</p> <p>(i) “Day” means a calendar day.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “Government” means the government of the Client’s country.</p> <p>(m) “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.</p>
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	<p>(n) “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.</p> <p>(o) “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.</p> <p>(p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(q) “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> <p>(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants based on the SRFP.</p> <p>(t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(v) “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.</p> <p>(w) “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.</p>
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<p><b>2. Introduction</b></p>	<p>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.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, 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.</p> <p>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.</p> <p>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.</p>
<p><b>3. Conflict of Interest</b></p>	<p>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.</p> <p>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 ACBF.</p> <p>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:</p>

a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> 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) <u>Conflict among consulting assignments:</u> 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.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the ACBF'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 ACBF throughout the selection process and the execution of the Contract.

<b>4. Unfair Competitive Advantage</b>	<p>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 Consultant any unfair competitive advantage over competing Consultants.</p>
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The ACBF requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the ACBF 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 ACBF.</p>
<b>6. Eligibility</b>	<p>6.1 The ACBF permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for ACBF-financed projects.</p> <p>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 ACBF in the Applicable Guidelines.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>



a. Sanctions	(i) A firm or an individual sanctioned by the ACBF in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a ACBF-financed contract, or to benefit from a ACBF-financed contract, financially or otherwise, during such period of time as the ACBF shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
b. Prohibitions	<p>(i) Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the ACBF is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or</li> <li>(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.</li> </ul>

<p>c. Restrictions for Government-owned Enterprises</p>	<p>(i) Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) that they are not dependent agencies of the Client</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
<p>d. Restrictions for public employees</p>	<p>(i) Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they</p> <p>(ii) are on leave of absence without pay, or have resigned or retired;</p> <p>(iii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iv) their hiring would not create a conflict of interest.</p>

<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	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 the Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	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.
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p> <p>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).</p>
<b>11. Only One Proposal</b>	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

	<p>than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
<b>12. Proposal Validity</b>	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>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.</p> <p>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.</p>
a. Extension of Validity Period	<p>(i) 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.</p> <p>(ii) 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.</p> <p>(iii) The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>(i) 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.</p> <p>(ii) 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 ACBF's no objection.</p>

c. Sub-Contracting	(i) The Consultant shall not subcontract the whole of the Services.
<b>13. Clarification and Amendment of RFP</b>	<p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>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.</p>

<b>15. Technical Proposal Format and Content</b>	<p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.2 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.</p> <p>14.1.3 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>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.</p>
<b>16. Financial Proposal</b>	<p>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</p>

	Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.
a. Price Adjustment	(i) 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	(i) 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	(i) 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	(i) 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 electronically by e-mail.

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 initiated 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 DATE AND THE TIME 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



	<p>address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "<b>DO NOT OPEN BEFORE</b> [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>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.</p> <p>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.</p> <p>17.10 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.</p>
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<b>18. Confidentiality</b>	<p>18.1 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 ACBF's sanctions procedures.</p> <p>18.2 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 ACBF on any matter related to the selection process, it should do so only in writing.</p>
<b>19. Opening of Technical Proposals</b>	<p>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.</p> <p>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.</p>
<b>20. Proposals Evaluation</b>	<p>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 ACBF issues its "no objection", if applicable.</p> <p>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.</p>

<b>21. Evaluation of Technical Proposals</b>	<p>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.</p>
<b>22. Financial Proposals for QBS</b>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If the Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>

<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>23.1 After the technical evaluation is completed and the ACBF 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.</p> <p>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 ACBF.</p>
<p><b>24. Correction of Errors</b></p>	<p>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.</p>

a. Time-Based Contracts	(i) 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	(i) 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.
<b>25. Taxes</b>	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
<b>26. Conversion to Single Currency</b>	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.
<b>27. Combined Quality and Cost Evaluation</b>	

<b>a. Quality- and Cost-Based Selection (QCBS)</b>	(i) In the case of 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.
<b>b. Fixed-Budget Selection (FBS)</b>	(i) In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. (ii) The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
<b>c. Least-Cost Selection</b>	(i) In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract
<b>D. <u>Negotiations and Award</u></b>	
<b>28. Negotiations</b>	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.

<p>a. Availability of Key Experts</p>	<p>(i) 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.</p> <p>(ii) 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 a 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.</p>
<p>b. technical negotiations</p>	<p>(i) 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 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.</p>

c. financial negotiations	<p>(i) The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>(ii) 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.</p> <p>(iii) 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 rates typically charged 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 ACBF.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<b>29. Conclusion of Negotiations</b>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>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 for 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 ACBF'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.</p>
<b>30. Award of Contract</b>	<p>30.1 After completing the negotiations the Client shall obtain the ACBF'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.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>



## Instructions to Consultants

### E. Data Sheet

A. General	
Paragraph Reference	<u>RFP process No.: ACBF/RFP/003/24/SALCA/BMGF</u>
1 (c)	<b>NA</b>
2.1	<p>Name of the Client: <b><u>African Capacity Building Foundation</u></b></p> <hr/> <p>Method of selection: <b>Quality Cost Based Selection Method</b> as per the instructions to consultant.</p> <p>Applicable Guidelines: ACBF Procurement Guidelines for Selection and Employment of Consultants.</p>
2.2	<p>Financial Proposal and Technical Proposal to be submitted as separate attachments electronically.</p> <p>Financial Proposal and Technical Proposal to be submitted separately as two attachments, clearly marked Technical Proposal and another clearly marked Financial Proposal: <b>Yes. The financial proposal should be submitted with the <u>encrypted password</u> that will be requested at the time of financial analysis.</b></p> <p>The name of the assignment is: <b>Consultancy Services to Perform a Diagnostic Study to Start the African Union Transformative Climate Finance Program, which is part of the African Union-green Recovery Action Plan for Scoping and Mapping the Gender-responsive Green Growth Landscape.</b></p>
2.3	A pre-proposal conference will be held : <b>NO</b>
4.1	The Client envisages the need for continuity for downstream work: <b>NO</b>
B. Preparation of Proposals	

9.1	<p>This RFP has been issued in the <b>English</b> language.</p> <p>Proposals shall be submitted in <b>English</b> language.</p> <p>All correspondence exchange shall be in the <b>English</b> language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u>  1<sup>st</sup> Submission - Technical Proposal  (1) Letter of authorization to sign the Proposal</p> <p>AND</p> <p>2<sup>nd</sup> Submission - Financial Proposal  (1) Statement of Undertaking</p>
10.2	Statement of Undertaking is required: <b>Yes</b>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible. <b>No</b>
12.1	Proposals must remain valid for <b>120</b> calendar days after the proposal submission deadline date.
13.1	<p>Clarifications may be requested no later than <b>Five (5) days</b> prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p><b>The African Capacity Building Foundation</b>  Email: <b><u>procurement@acbf-pact.org</u></b></p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): N/A  Or  (b) other shortlisted Consultants: N/A</p>

14.1.2	Estimated total input of Key Experts' time- <b>Yes</b>
14.1.3 for time- based contracts only	<b>Not Applicable</b>
15.2	<p>The format of the Technical Proposal to be submitted is: <b>FTP</b></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>The Financial Proposal should include a list of all costs associated with the assignment.</i></p> <ul style="list-style-type: none"> <li><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></li> <li><i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i></li> <li><i>(3) cost of office accommodation, including overheads and back-stop support;</i></li> <li><i>(4) communications costs;</i></li> <li><i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></li> <li><i>(6) cost of reports production (including printing) and delivering to the Client;</i></li> <li><i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i></li> </ul>
16.2	A price adjustment provision applies to remuneration rates: <b>No</b>
16.4	The Financial Proposal shall be stated in the following currencies: <b>United States Dollars.</b>
C. Submission, Opening and Evaluation	

17.1	The Consultants <b>shall</b> submit their Proposals electronically at: Email: <b><u>Procurement@acbf-pact.org</u></b>
17.4	The Consultant must submit: (a) Technical Proposal: <b>one (1) original soft copy</b> ; (b) Financial Proposal: <b>one (1) original soft copy</b>  <b>Please encrypt the financial proposal with a password which will be requested in case your technical proposal is successful.</b>
17.7 and 17.9	The Proposals must be submitted no later than: Date: <b>22<sup>nd</sup> March 2024</b> .  Time: <b>17:00hours</b> , Harare local time.  _____ The Proposal submission email address is:  Email: <b><u>Procurement@acbf-pact.org</u></b>
19.1	An online option of the opening of the Technical Proposals is offered: <b>No</b>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: <b>None</b>
21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: <u>Points</u>  (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: <b>20</b>  (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <b>30</b> <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i>

	<p>(iii) Proposed consultants' General qualifications (general education, professional certificate, training, and experience): and competence for the Assignment in response to the TOR: <b>50</b></p> <p>Total points for the criteria: <b>100</b></p> <p>The minimum technical score required to pass is <b>70</b></p> <p><b><u>Technical score x70(passing mark)</u></b>  <b>The Total Points</b></p> <p><b>The Financial Evaluation will be out of 30</b></p> <p><b><u>Lowest Financial</u> x 30</b>  <b>Current Financial</b></p>
23.1	An online option of the opening of the Financial Proposals is offered: <b>No</b>
25.1	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 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	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <b>Not Applicable</b></p> <p>The official source of the selling (exchange) rate is: <b>Not Applicable</b></p> <p>The date of the exchange rate is: <b>Not Applicable</b></p>
	D. Negotiations and Award

28.1	Expected date and address for contract negotiations: Date: <b>TBD</b> Address: Online meeting details to be communicated.
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows: <b>ACBF Web site.</b>  The publication will be done within Fifteen (15) <i>days</i> after the contract signing.
30.2	Expected date for the commencement of the Services: Date: <b>15 April 2024</b>

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The ACBF Procurement Unit  
The African Capacity Building Foundation (ACBF)  
No 2 Fairbairn drive, Mt Pleasant,  
Harare Zimbabwe.

Dear Procurement Unit:

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 electronically as separate attachments" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal 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 ACBF.
- (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 ACBF's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) 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.

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.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 10 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 be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

**FORM TECH-3**

(CONTINUED)

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

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

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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.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>

Membership in Professional Associations and Publications:

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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 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 ACBF.

Name of Expert

Signature Date  
{day/month/year}

Name of authorized  
Consultant  
(the same who signs the Proposal)

Signature Date Representative of the  
{day/month/year}

## **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

**FORM FIN-1**

## FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The ACBF Procurement Unit  
ACBF  
No 2 Fairbairn Drive, Mt Pleasant,  
Harare, Zimbabwe.

Dear Procurement Unit:

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 25.1 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 and gratuities paid or to be paid by us to an agent or any third 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 Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and 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( as per the deliverables)			
	{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				
<b>Total Cost of the Financial Proposal:</b>				

Section 4 – Financial Proposal – Standard Forms

<u>Total Estimate for Indirect Local Tax:</u>				

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





THE AFRICAN CAPACITY  
BUILDING FOUNDATION

FONDATION POUR LE RENFORCEMENT  
DES CAPACITES EN AFRIQUE

*A specialized agency of the African Union*

*Une agence spécialisée de l'Union africaine*

## **Request for Expression of Interest**

**Process No.: ACBF/REOI/020/23/CC/BMGF**

### **CONSULTANCY SERVICES TO PERFORM A DIAGNOSTIC STUDY TO START THE AFRICAN UNION TRANSFORMATIVE CLIMATE FINANCE PROGRAM, WHICH IS PART OF THE AFRICAN UNION-GREEN RECOVERY ACTION PLAN FOR SCOPING AND MAPPING THE GENDER-RESPONSIVE GREEN GROWTH LANDSCAPE**

#### **1. Introduction and Background**

The COVID-19 pandemic wrought disruption upon both economic and social systems, leading to an exacerbated state of poverty and inequality. This crisis had a profound impact on gender-related issues, with a disproportionate toll on women, youth, individuals with disabilities, and marginalized communities. Women found themselves grappling with increased unpaid caregiving responsibilities and were heavily concentrated in high-risk frontline healthcare and service roles. The youth faced significant challenges due to disrupted educational and employment opportunities. Those with disabilities encountered added obstacles in accessing healthcare and support services, worsening existing disparities. Marginalized groups experienced the brunt of economic instability and restricted access to vital resources, thereby intensifying pre-existing inequalities. Moving into a period of recovery from the pandemic, there is now an opportunity to reset traditional approaches to economic development, and shift towards greener, more sustainable initiatives. Addressing these disparities and ensuring inclusive recovery strategies are crucial to mitigating the long-term effects of the pandemic on these vulnerable populations.

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**THE AFRICAN CAPACITY BUILDING  
FOUNDATION (ACBF HEAD OFFICE)**

2 Fairbairn Drive, Mount Pleasant, Harare, Zimbabwe  
Tel: (+263-242) 304663, 332002  
Cell: +263 772 185 308 - 10  
E-mail: root@acbf-pact.org

**ACBF REGIONAL OFFICE,  
WEST & CENTRAL AFRICA**

3rd Floor, The Rhombus, Plot 24 Tumu Street,  
Kanda Estates, Accra, Ghana  
Tel : +233 540122013  
E-mail : accra@acbf-pact.org

**ACBF REGIONAL OFFICE,  
EAST & SOUTHERN AFRICA**

ACK Garden House, 2nd Floor, 1st Ngong Ave, Nairobi, Kenya  
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Cell: +254 727 116 276  
E-mail: nairobi@acbf-pact.org

The active engagement of women, youth and other marginalized and disadvantaged groups assumes a pivotal role in guiding transformative and all-encompassing approaches toward achieving climate justice and nurturing environmentally sustainable initiatives, particularly as Africa endeavors to recover from the COVID-19 pandemic. This regional effort aligns with global goals, notably Sustainable Development Goals (SDGs) 5, 11, and 13, which in totality emphasize the empowerment of women and disadvantaged groups to achieve equitable, effective, and sustainable climate solutions. The participation of women in decision-making processes and their equitable access to resources are indispensable factors in formulating robust and ecologically mindful strategies that resonate with these international objectives. The distinctive viewpoints and contributions offered by women have the potential to yield comprehensive solutions that simultaneously address gender disparities, inclusion and environmental issues, furthering the SDGs. As Africa charts its course towards recovery, the emphasis on women's empowerment not only guarantees equitable representation but unlocks a wealth of innovation and resilience needed to navigate the complex intersection of climate change and public health crises. Ultimately, it is through an inclusive and active involvement of women and youth that Africa can forge a more sustainable and just future for all.

To guide a shift towards sustainable recovery across the African continent, the AU developed the Green Recovery Action Plan (GRAP 2021-2027) which provides a framework for sustainable economic recovery from the pandemic. Development of the AU-GRAP took into consideration the African Union Strategy for Gender Equality and Women's Empowerment (GEWE) which encompasses matters concerning economic empowerment, particularly ensuring that women's voices are amplified, and their concerns are fully addressed through effective implementation of legislation and proper financing of gender equality work. This process also considered other regional protocols to ensure alignment with AU member states' commitments.

The AU Transformative Climate Finance program, which is part of the AU-GRAP, specifically focuses on Five (5) key thematic areas: Climate Finance, Clean Energy, Nature Based Solutions, Sustainable Agriculture and Green and Resilient Cities with a focus on Water. In collaboration with the African Union Commission (AUC), the African Capacity Building Foundation (ACBF), the Global Green Growth Initiative (GGGI) will take an inclusive and gender-responsive approach to help operationalize the GRAP through the 'Transformative Climate Finance Program of The AU GRAP aimed at operationalizing the implementation of the AU-GRAP. The Program will specifically target the challenges exacerbating the marginalization of women and youth, exposing them to exploitation and poverty. Consequently, these challenges hinder their ability to access vital resources and opportunities, limiting their potential to amplify their involvement and contributions to climate justice initiatives. This will be through:

- (1) Strengthening the AUC's ability to implement the AU GRAP = **Outcome 1.**
- (2) Enhancing skills of national and regional policymakers to develop inclusive green growth policies, plans and programs in alignment with their nationally determined contributions and climate change strategies = **Outcome 2.**
- (3) Improving the ability for governments and partners to access climate finance for Africa's green recovery, aimed at initiatives that support women and youth = **Outcome 3.**

The core strategic success of the project, driving Outcomes 1 – Outcome 3, comprises of Five (5) phases, with each successful stage dependent on the other. The expectation of Member States is to be involved and engaged in Outcomes 1-3 and through Phases A – E, below:

- (1) **Phase A** = AU GRAP Engagement with Member States, Diagnostics, Key Performance Indicators (KPI's) and benchmarking
- (2) **Phase B** = Finding and Closing out gaps to meet KPI's with Member States
- (3) **Phase C** = Policy Development, through capacity development and enhancing the skills of national policy makers, in line with Phase B with Member States

(4) **Phase D** = Craft out the Enabling Environment (safeguarding principles to allow financial and human capital to flow) with various Ministries of the AU Member States

(5) **Phase E** = Full Scale Implementation of the Project

## 2. Purpose and Scope of the Assignment

### 2.1 Purpose of the Assignment = Outcome 2, Phase A

The main purpose of this assignment is to initiate the AU Transformative Climate Finance program, which is part of the AU-GRAP, through activating Outcome 2 and Phase A, which specifically deals with focusing on Five (5) key thematic areas: Climate Finance, Clean Energy, Nature Based Solutions, Sustainable Agriculture and Green and Resilient Cities with a focus on Water. During the benchmarking process, a comprehensive diagnostic assessment will be conducted to evaluate the progress of the selected Member States/ Regional Economic Communities (RECs) in terms of policy development to reach predefined KPI levels across the Five (5) key thematic areas. Additionally, the evaluation will assess the extent to which gender-responsive and transformative green growth integration has been achieved, with the overarching goal of enhancing impact with respect to the identified KPI benchmarks. Capacity needs assessments will be conducted, and workshops will be held to address the gaps. In addition, during the diagnostic an assessment of gender gaps across the Five (5) key thematic areas will be conducted, with specific KPI's to be met. Specifically, there will be a deep dive analysis on the gender and climate finance nexus to understand the intersectionality of gender dynamics within climate finance frameworks. This will involve examining how gender considerations influence access to and distribution of climate finance, as well as the impact of climate finance interventions on gender equality and women's empowerment. Finally, the mainstreaming AU GRAP gender framework in the implementation and action plan will take place through the development of an inclusive Gender Responsive Toolbox. The creation of the Toolbox will be based on the foundation laid by member states in their dedicated efforts to address gender-related issues, particularly in climate finance and green recovery. Imperative to note is that the diagnostic study will need to draw upon key AU commitments, such as the Maputo Protocol on Women's Rights in Africa and the AU Strategy for Gender Equality and

Women's Empowerment. These commitments are closely intertwined with the objectives of the green recovery action plan and should be considered in tandem.

## **2.2 Scope**

ACBF is a pan-African capacity-building institution that seeks to develop strategic capacity for economic transformation and sustainable development of Africa. Since its establishment in 1991, the Foundation has catalysed scalable change across the continent by investing in capacity-building initiatives in the public and private sectors and civil society organizations. The Foundation has supported capacity-building interventions in over forty-five (45) African countries, including the generation and dissemination of strategic knowledge products.

ACBF is working on the implementation of the African Union Transformative Climate Finance program, which is part of the AU-GRAP. The program's core objective is to execute the GRAP with utmost efficiency, placing significant emphasis on policy implementation, knowledge enhancement, and capacity-building within the domain of climate finance. The AU GRAP is an all-encompassing strategy crafted to achieve multiple outcomes, including job creation, fostering the advancement of environmentally friendly initiatives to ,mitigate greenhouse gas emissions, preserve the natural environment, and bolster resilience in the face of climate change.

Consequently, ACBF is supporting the delivery of the Program's Workstream Outcome 2 that is focused on Capacity Development on the Green Growth Policy. Specifically, ACBF seeks to undertake a gender-responsive capacity needs assessment to identify capacity gaps and needs necessary to implement AU-GRAP priority areas, while ensuring the effective integration of gender equality. The assessment will also focus on enhancing policy frameworks and showcasing states' commitment to advancing the intersection of gender and the environment. The designated actions to be carried out to accomplish this objective include:

- (1) conducting a comprehensive Africa-wide scoping and mapping exercise to gain insights into the state of gender-responsive green growth, including the extent of its adoption and mainstreaming, relevant stakeholders involved, and capacity-related obstacles. This exercise will entail a comprehensive situational analysis and mapping process, involving data collection through questionnaires, interviews, and literature review to understand the current green growth landscape, identify key stakeholders, and assess capacity-related gaps and needs. The approach will provide a bird's eye view of the entire continent, as well as a deep dive into the assessment of five selected countries. The goal is to obtain a comprehensive understanding of the current green growth landscape and identify key areas for improvement in promoting gender-responsive green growth in Africa.
- (2) conducting an in-depth assessment of capacity needs in Five (5) selected Member States, involving a combination of face-to-face and virtual interviews, online questionnaires, as well as in-person discussion forums held within these countries.

The aim of these two activities is to gather a comprehensive understanding of the current green growth landscape and identify key areas for improvement in promoting gender-responsive green growth on the African continent.

It is in this regard that ACBF seeks to engage a consultancy firm to undertake a thorough continent-wide scoping and mapping exercise. The purpose of this exercise is to gather valuable data about the status of gender-responsive green growth, including its level of adoption and integration, the key stakeholders involved, the obstacles related to capacity-building and recommendations on how to address the identified gaps

### **3. Objectives**

The main objectives of this consultancy, across Five (5) key thematic areas: Climate Finance, Clean Energy, Nature Based Solutions, Sustainable Agriculture and Green and Resilient Cities with a focus on Water are as follows:

- (1) Conduct a comprehensive situational analysis, examining the current state, of challenges, gaps, and opportunities within the thematic areas, both before and after the COVID-19 pandemic. This process will involve examining AU GRAP Engagement with selected Member States and RECs, Diagnostics, and benchmarking against outlined Key Performance Indicators (KPI's) and benchmarking. Finding and closing out gaps to meet KPI's with Member States. Special attention should be given to assessing the level of gender-responsive green growth across the continent, ensuring that gender and environment nexus is a cross-cutting theme and is weaved throughout all the identified pillars of intervention= **Outcome 2, Phase A – Phase E<sup>[1]</sup>, and Pillars 1-6<sup>[2]</sup> = OUTPUT 1.**
- (1) Review and analyze the global green growth frameworks and agendas, including research, development, and innovation efforts. Examine existing policy and advocacy programs and projects that are being implemented, with a specific focus on assessing the progress made in advancing the gender-responsive green growth agenda = **Outcome 2, Phase A - Phase E and Pillars 1-6 = OUTPUT 2.**
- (2) Conduct a comprehensive mapping and profiling exercise, including donors, governments, international NGOs, private sector organizations, and CSOs. It is important to distinguish between Africa-based and Africa-led organizations and those operating from outside the continent or led by non-Africans = **Outcome 2, Phase A - Phase E and Pillars 4 and Pillars 1-6 = OUTPUT 3.**
- (3) Investigate the opportunities and challenges encountered by the green-growth sector, including the global impact of phenomena like COVID-19, the accessibility of finance and investment capital, infrastructure limitations, the costs associated with acquiring and adopting green technologies, policy and regulatory frameworks, and considerations related to gender and inclusion.
- (4) Assess how these factors affect institutions and organizations in Africa in fulfilling their mandate concerning the integration of gender-responsive green growth = **Outcome 2, Phase A - Phase E and Pillars 1-6 = OUTPUT 4.**



- (5) Evaluate and gain insights into the significance of gender and social inclusion within the green-growth ecosystem. Examine how gender and social inclusion considerations inform adoption of strategies in the context of promoting sustainable and inclusive green growth **Outcome 2, Phase A - Phase E, Pillars 4 and Pillars 1-6 = OUTPUT 5.**
- (6) Provide recommendations on addressing obstacles to capacity-building in the realm of gender-responsive green growth. **Outcome 2, Phase A - Phase E, Pillars 1-6 = OUTPUT 6.**

#### **4. Main tasks**

The main tasks of the activity include:

- (1) Participation in an inception meeting (virtual) as well as developing and submitting an inception report, clearly articulating the methodology of the exercise.
- (2) Conducting a scoping and mapping exercise. This exercise will be conducted, using a following four-step approach:
  - Literature review and desk review on gender-responsive green growth and related initiatives undertaken in Africa by key stakeholders and relevant institutions.
  - Map key stakeholders to establish a database of the organizations that are operational in the green growth area on the continent.
  - Interviews with key informants to further clarify areas not well captured through the literature review and desk research phase.
  - Data collection through administration of questionnaires to selected stakeholders to help gather additional information on the landscape of green growth in Africa.
- (3) Drafting of a Scoping and Mapping Report to produce a situational analysis.
- (4) Integration of comments from reviewers and finalization of the Report.

- (5) Participation in review and validation meetings.
- (6) Work with an independent designer to oversee the layout and design of the Situational Analysis and Scoping Report and subsequently submitting a proofread version of the document to ACBF.

## **5. Expected Deliverables**

At the end of the proposed exercise the following deliverables are expected:

- (1) A detailed report together with the methodology. The recommendation provided in Steps 1-5 must be supported by quantitative data or qualitative data (interviews etc
- (2) A compilation of the literature review and the situational analysis of green growth-related initiatives in Africa, the relevant institutions, and the state of play of gender and social inclusion in such initiatives
- (3) Mapping of key stakeholders to establish a database of the organizations that are operational in the green growth area on the continent.
- (4) Data emanating from interviews of selected green growth institutions and organizations in Africa including a detailed outline of the data processing and analysis methodology. This should encompass the approach to data organization, coding, and categorization, as well as the methods for identifying key themes and patterns within the interview data. The consultant should also provide a plan for ensuring the quality and reliability of the data analysis, such as measures for inter-coder reliability if applicable, and a strategy for addressing any potential biases in the data collection and analysis process.
- (5) A Situational Analysis and Scoping Report which compiles and synthesizes the information gathered to create a clear picture of the status quo, with recommendations on areas for intervention and capacity support.

- (6) Working with an independent designer, oversee the layout and design of the Situational Analysis and Scoping Report and subsequently submitting a proofread version of the document to ACBF. The consultant will present key findings and recommendations from the Situational Analysis and Scoping Report, facilitate discussions to address stakeholder queries, solicit feedback for refinement, collaborate on prioritizing interventions, offer expertise on implementation strategies, address data needs, ensure alignment between stakeholders' expectations and proposed interventions, capture feedback for incorporation into the final report, and serve as a liaison between stakeholders and ACBF for effective communication and coordination.

## **6. Desired Qualifications, Experience and Competencies**

- (1) At least a Masters' Degree in Climate Science, Ecology, Environment, Natural Resource Economics, Agriculture, or related field.
- (2) Proven experience designing and undertaking situational analysis studies around green growth (clean energy, climate finance, green and resilient cities, nature-based solutions), climate change, agriculture and/or related fields in Africa.
- (3) A deep understanding of the gender and the social dimensions around the green growth agenda, as well as best practices and strategies to actualize the agenda within vulnerable groups settings and communities.
- (4) At least 10 years of professional experience including significant experience in relevant green growth sectors and implementation of strategies in Africa.
- (5) Significant experience working with key stakeholders and actors in the green growth sector in Africa (Donors, African led organizations, NGOs, Local and National Government Organizations, etc.).

- (6) Experience working on institutional capacity assessment and capacity-building initiatives in Africa focused on green growth, climate adaptation, climate finance or similar field.
- (7) Proven experience working on issues relating to gender and social inclusion in Agriculture, Climate Change strategies and approaches, Climate Finance, and/or Natural Resource Management will be an added advantage.
- (8) Experience in writing similar reports as evidenced by significant publications in books, reports and/or journals.
- (9) The consultancy firm should exhibit a high level of proficiency in English, along with the capacity to work with French and Portuguese languages. The scoping and mapping exercise will encompass countries that are Francophone (French-speaking) and Lusophone (Portuguese-speaking), and the resulting report will necessitate translation in these languages.

## **7. Duration of the Assignment**

The Start of the assignment is 15 April 2024 with a Maximum duration of 45 calendar days.

## **8. Content, Timing and Submission**

The outputs must match high quality standards. The text of the reports should be illustrated, as appropriate, with maps, graphs, and tables. The consultant will be in charge of editing and proof-reading and is expected to work with ACBF Graphic Designer on the layout of the report. ACBF will be responsible for the translation of the outputs. The final deliverable of the Situational Analysis and Mapping Report, along with all other relevant attachments, is expected to be submitted by 24<sup>th</sup> July 2024.

The deliverables and tentative timeline are presented in the table below.

Table 1. Timeline for deliverables

No.	Milestones	Timeline
1	Submission of inception report including draft outline = 25%	26 <sup>th</sup> April 2024
2	Draft report = 25%	27 <sup>th</sup> June 2024
3	Feedback from ACBF, GGGI, AUC = 25%	4 <sup>th</sup> July 2024
4	Submission of final revised and proofread report from consultant that has been translated into French and Portuguese = 15%	15 <sup>th</sup> July 2024
5	Final report designed and submitted = 10%	24 <sup>th</sup> July 2024

## 9. Location and working arrangements.

- (1) This assignment is a home-based consultancy. The Consultant will be given access to relevant information necessary for execution of the tasks under this assignment. The Consultant will be responsible for providing her/his own working station (i.e., laptop, internet, phone, scanner/printer, etc.) and have access to reliable internet connection. This assignment may include some travel within Africa, and ACBF will cover the related costs.
- (2) The focal person for all communications will be the ACBF Climate Expert. The consultations will mostly be virtually and therefore, availability during the working hours of ACBF Regional Office in Nairobi (0800 – 1700) is required. The consultant will seek inputs from and regularly liaise with the ACBF Climate Expert for all important matters related to the assignment throughout the period of its implementation. ACBF will review draft reports for quality assurance and provide feedback on the deliverables within five working days. Approval of the documents and reports by the ACBF as deliverables will be a prerequisite before any payment are made to the consultant.

10. **Language.** All reports shall be submitted in English.

**11. Evaluation of the proposals will be evaluated based on quality and cost-based criteria (70-30%).** The evaluation committee shall evaluate the technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified below. A technical proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated. The minimum technical score required to pass is: 70 Points. The financial proposal will be evaluated at 30%.

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Points

	Criteria	Max Points (100)
1	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	20

2	<p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</p>	30
3	<p>(iii) Proposed consultants' General qualifications (general education, professional certificate, training, and experience): and competence for the Assignment in response to the TOR: {in Form TECH-5 to be prepared by the Consultant}</p> <p>Total points for the criteria: 100</p> <p>The minimum technical score (St) required to pass is 70</p>	50
Total Points		100

## How to Apply

Qualified candidates are requested to submit the following documents with the subject, **Process No.: ACBF/RFP/003/24/BMGF** in English to the e-mail address: [Procurement@acbf-pact.org](mailto:Procurement@acbf-pact.org)

- A cover letter expressing your interest in the consultancy
- An updated copy of your Curriculum Vitae
- A Technical Proposal
- Submission of a duly completed Consultant Fee Schedule as per the attached Form

The deadline for your submission is on or before **15<sup>th</sup> March 2024**, by 17:00hours (local Harare Time).



## **Section 6**

### **Draft Contract**

Consultant's Services  
Lump-Sum

#### **CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Contract No: RFP No: ACBF/RFP/003/24/SALCA/BMGF**

**For The**

**Consultancy Services to Perform a Diagnostic Study to Start the African Union Transformative Climate Finance Program, which is part of the African Union-green Recovery Action Plan for Scoping and Mapping the Gender-responsive Green Growth Landscape.**

**CONTRACT No. RFP No:**

THIS CONTRACT ("Contract") is entered into this \_\_\_\_\_, by and between *The African Capacity Building foundation* ("the Client") having its principal place of business at 2 Fairbairn Drive, Mount Pleasant, Harare, Zimbabwe and \_\_\_\_\_s ("the Consultant") having its principal office located at \_\_\_\_\_.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, "Description of Services and Terms of Reference," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations"
  - (iv) The consultant shall take into account the provisions of Annex D: ACBF's Policy – Corrupt and Fraudulent Practices in competing for or in performing the Contract."
- 2. Effectiveness** The effectiveness date of the contract is ..... notwithstanding the date of signature.
- 3. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ and continuing through \_\_\_\_\_ or any other period as may be subsequently agreed by the parties in writing.
- 4. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below<sup>1</sup>:

30% upon submission of an inception report acceptable to the foundation.

70% - upon submission of Final Report, acceptable to the Foundation.

C. Payment Conditions

Payment shall be made in **US Dollars**, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account

Account name:

Bank Name:

Account number:

Branch:

SWIFT code:

5. **Project Administration**

A. Coordinator.

The Client designates \_\_\_\_\_, as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables including receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

6. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The

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<sup>1</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

- Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 7. Inspections and Auditing** The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the ACBF to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the ACBF (including without limitation s determination of ineligibility) in accordance with prevailing ACBF's sanctions procedures.
- 8. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 9. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software<sup>2</sup>.
- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 11. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 12. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 13. Law Governing Contract and Language** The Contract shall be governed by the laws of *Zimbabwe*, and the language of the Contract shall be *English*.

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<sup>2</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

**14. Dispute Resolution<sup>3</sup>**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

**15. Termination**

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the ACBF, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing ACBF's sanctions procedures and as further defined in Annex D: ACBF's Policy – Corrupt and Fraudulent Practices of this contract) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

African Capacity Building Foundation

Consultant

Date: .....

Date: .....

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<sup>3</sup> In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."