

CONSULTANTS

**African Development Bank**

***Request for Proposals***

***Quality and Cost Based (QCBS) Selection***

***of Consulting Services for the TVET Mapping Study to* Enhance skills *Linkage to the Productive Sectors in Africa***

Human Capital, Youth and Skills Development Department (AHHD)

April 2020

# REQUEST FOR PROPOSAL (RFP)

# Quality and Cost Based Selection (QCBS) of Consulting Services funded by the Japan Trust Fund (PHRDG) on TVET Mapping Study to Enhance skills Linkage to the Productive Sectors in Africa

# Letter of Invitation (LOI)

Dear *Sir/Madam*

**1. INTRODUCTION**

**1.1** You are hereby invited to submit a technical and financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet”). Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the African Development Bank named hereinafter “the Bank”.

**1.2** A brief description of the Assignment and its objectives are given in the Data Sheet.

**1.3** The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Bank.

**1.4** To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Bank before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

**1.5** The Bank shall provide the inputs specified in the Data Sheet and make available all relevant data and reports.

**1.6** Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Bank, are not reimbursable as a direct cost of the Assignment; and (ii) the Bank is not bound to accept any of the proposals submitted.

**1.7** An invitation to submit proposals has been sent to the firms stated in the Data Sheet.

**1.8** We wish to remind you that in order to avoid conflicts of interest, (i) any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and (ii) any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract with the Bank may result in rejection of your proposal. You should clarify your situation in that respect with the Bank before preparing the proposal.

**2. DOCUMENTS**

**2.1** To prepare a proposal, please use the attached Documents listed in the Data Sheet.

**2.2** Consultants requiring a clarification of the Documents must notify the Bank, in writing, not later than ten (10) days before the proposal submission date. Any request for clarification shall be sent in writing to the Bank’s address indicated in the Data Sheet. The Bank shall respond in writing to such requests, and copies of the response shall be sent to all invited Consultants.

**2.3** At any time before the submission of proposals, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited consulting firms and will be binding on them. The Bank may at its discretion extend the deadline for the submission of proposals.

**3. PREPARATION OF PROPOSAL**

**3.1** You are requested to submit a technical and a financial proposal. Your proposal shall be written in English

**Technical Proposal**

**3.2** In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

**3.3** During preparation of the technical proposal, you must give particular attention to the following:

(i) A firm that has not been shortlisted can form a joint venture with a consulting firm on the shortlist to provide the requested services.

(ii) Subcontracting part of the Assignment to regional consultants is considered desirable. Sub-consultants shall satisfy the conditions of eligibility required by the Bank.

(iii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number.

(iv) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(v) Study reports must be in the Language(s) specified in the Data Sheet. Working knowledge of the other language by the firm’s personnel is recommended.

**3.4** Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

(i) A brief description of the Consultant’s organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement.

(ii) Any comments or suggestions on the TOR, and a description of the methodology (work plan) that the Consultants propose to execute the services, illustrated with bar charts of activities and graphics of the Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type, if appropriate.

(iii) The composition of the proposed staff team, the tasks which would be assigned to each, and their timing.

(iv) CVs recently signed by the proposed key professional staff or an authorized manager in the home office. Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years.

(v) Estimates of the total time effort (person x months) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff member.

(vi) The Consultant’s comments, if any, on the data, services and facilities to be provided by the Bank and indicated in the TOR.

(vii) If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.

**3.5** The technical proposal shall not include any financial information.

**Financial Proposal**

**3.6** The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff (foreign and local, in the field and at headquarters), subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. These costs should be broken into foreign and local costs. Your financial proposal should be prepared using the formats attached in Appendix 2.

**3.7** The financial proposal shall take into account the tax liability and cost of insurances specified in the Data Sheet.

**3.8** Costs may be expressed in the currency of any member country of the Bank.

**4. SUBMISSION OF PROPOSAL**

* Both the technical and financial proposals should be submitted prior to the deadline i.e. 17h00 (Abidjan Time) on **May 5th 2020**
* The technical and financial proposals should be in two separate files in PDF format;
* The technical and financial proposals (PDF files) will be each protected with a different password;
* The technical and financial proposals will each be attached to a separate email, the subject of which will be as follows:
* “Name of Assignment – Name of firm – Technical Proposal”
* “Name of Assignment – Name of firm – Financial Proposal”
* Each firm will send two emails (one with technical proposal and one with the financial proposal), where BOTH emails should be received prior to the above-mentioned deadline;
* In case both emails or one of them is received after the above-mentioned deadline, the proposal will be considered late and will be rejected;
* A separate email will be sent between 17h00 – 17h30 Abidjan time on the above mentioned date transmitting the password for the technical proposal ONLY;
* Technical proposals will be opened at 17h30 Abidjan time on the above mentioned date, any passwords received after this time will be treated as late and the proposal will be rejected and returned unopened;
* An acknowledgment of receipt will be sent immediately as soon as any of the above messages is received;
* For firms that obtain the minimum technical score, further instructions on the date and time for receiving the password for the opening of the financial proposals will provided to them;
* For firms that will not obtain the minimum technical score, their financial proposals will be returned unopened;
* In case a firm submits its proposal in both hard copy and electronic forms, if there is any discrepancy between the two, the hard copy will prevail; and

Proposals should be send to the addresses below by Email:

Ms. Keiko Takei

African Development Bank

Human Capital, Youth and Skills Development Department (AHHD)

Immeuble CCIA (Office 15D)

Avenue Jean-Paul II

Abidjan - Côte d’Ivoire

E-mail: [k.takei@afdb.org](mailto:k.takei@afdb.org)

Copy Ms. Jessica Muganza

Email: [j.muganza@afdb.org](mailto:j.muganza@afdb.org)

**5. WITHDRAWAL OF PROPOSAL**

**5.1** Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the withdrawal of the offer prior to award.

**6. MODIFICATION OF PROPOSAL**

**6.1** Except as otherwise decided by the Bank, modifications to proposals must be received not later than the closing date and time specified for receipt of proposals made in response to the request for proposals. Modifications must be made by written or telegraphic notice which clearly identifies the proposals being modified, the nature of the modification, the reference of the request for proposals as well as the closing date and time for receipt of proposals. Modifications must be delivered in writing to the office designated for receipt of proposals with the reason(s) for the modifications.

**7. PROPOSAL EVALUATION**

**7.1** A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below.

**Technical Proposal**

**7.2** The evaluation committee appointed by the Bank shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (*St*). Firms scoring less than 70 points shall be rejected and their financial proposals returned unopened.

**Financial Proposal**

* 1. The evaluation committee, after determining whether the financial proposals are complete and without computational errors, shall convert for comparison purpose prices in various currencies to the Bank Unit of Account. The official selling rates used shall be provided by the African Development Bank and in effect on the date of submission of the proposals. The lowest financial proposal (*Fm*) shall be given a financial score of 100 points. The financial scores of the proposals shall be computed as follows:



(*F* = amount of financial proposal converted in the common currency).

**Correction of Errors**

**7.4** 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.

**Final Ranking**

**7.5** Proposals shall finally be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights indicated in the Data Sheet (*T* = the weight given to the technical proposal; *P* = the weight given to the financial proposal; *T* + *P* = 1,) to obtain the total score S:



**8. NEGOTIATIONS**

* 1. Prior to the expiration of proposal validity, the Bank shall notify the successful Consultant that submitted the highest scoring proposal in writing via email and invite it to negotiate the Contract. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
  2. Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Consultants within the available budget and to defining clearly the inputs required from the Bank to ensure satisfactory implementation of the Assignment.
  3. Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
  4. Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Bank expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Bank shall require assurances that the staff members will be actually available. The Bank shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
  5. The negotiations shall be concluded with a review of the draft form of the contract. The Bank and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Bank shall invite the Consultants that received the second highest score to Contract negotiations.

**9. AWARD OF CONTRACT**

**9.1** The contract shall be awarded after successful negotiations with the successful Consultants. Upon successful completion of negotiations, the Bank shall promptly inform the other Consultants that their proposals have not been selected.

**9.2** The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

**10. CORRUPT OR FRAUDULENT PRACTICES**

**10.1** The Bank requires that Consultants under Bank financed contracts, observe the highest standard of ethics during the selection and execution of Bank-financed contracts[[1]](#footnote-2). In pursuance of this policy, the Bank:

1. defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.22(e) below.

(b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank’s sanctions procedures, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated as sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and

(e) will require that a clause be inserted in the RFP and in contracts financed by the Bank, requiring consultants and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

**10.2** The Bank reserves the right, where a firm has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a stated period of time, to be awarded a Bank-financed contract.

**10.3** The Bank reserves the right to incorporate, in contracts financed under the Administrative and Capital Expenditure Budgets, a provision requiring consultant to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

**11. CONFIRMATION OF RECEIPT**

**11.1** Kindly inform the Bank by email to Ms. Keiko Takei (k.takei@afdb.org), with a copy to Ms. Jessica Muganza (j.muganza@afdb.org) by **April 24th, 2020:**

(i) that you received the letter of invitation;

(ii) whether you will submit a proposal; and

(iii) if you plan to submit a proposal, when and how you will transmit it.

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# LOI DATA SHEET

RFP Clause #

* 1. The name of the Assignment is:

**RECRUITMENT OF A CONSULTING FIRM FOR TVET MAPPING STUDY TO ENHANCE SKILLS LINKAGE TO THE PRODUCTIVE SECTORS IN AFRICA**

* 1. The description and the objectives of the Assignment are:

The proposed TVET mapping aims at documenting and profiling the status of TVET in Africa with a specific focus on TVET investments, projects, stakeholders, role of the private sector, good practices, and lessons learnt to enhance its contribution to the economic transformation of Africa. The study will map TVET interventions and linkage with industry in selected countries by priority development sectors, investment, skills, and institutions and stakeholders involved. This will provide evidence-based status of TVET in Africa, and its linkage with industry. The results of the mapping will inform policy regulatory frameworks and strategic recommendations in strengthening the linkage of TVET systems with the productive sector and the world of work in Africa. The findings will also inform the African Development Bank’s investment/intervention in Regional Member Countries and Regional Economic Communities for enhanced integration of TVET as a critical sector of human capital development in Africa.

The objectives of the TVET mapping are as follows:

1. Review, assess and analyze the relevant national, regional and international discourses related to TVET policies and strategies including those supporting TVET linkages with the world of work;
2. Analyze (i) the formal, non-formal and informal post-secondary TVET systems including apprenticeships, (ii) the type of ownership (public, private, others); (iii) financing; and (iv) gender equity and equality.
3. Assess TVET-related projects financed by the Bank in the selected countries, profile the functionality status including relevancy, value proposition, linkages with  industries and other sectors and lessoned learned.
4. Analyze and assess the linkages and interactions between TVET institutions and the productive sectors, especially on how to make curriculum and pedagogy demand driven by linking up with private sector for youth employability.
5. Make policy and strategic recommendations to the Bank, RMCs, RECs and other stakeholders on how to boost TVET investments/intervention.

* 1. Phasing of the Assignment (if any): Yes \_ **No X**

* 1. Pre-Proposal Conference: **Yes X**\_ No

If yes, indicate date, time and venue: **April 27th, 2020, 10 AM GMT via a virtual conference call.**

* 1. The Bank shall provide the following inputs:

See as indicated in Section X of the Terms of Reference

* 1. The invited firms are: (***Listing of Invited Firms***)

1. **Toyota Kenya Foundation and Toyota Kenya Academy**

**Address:** Popo Road, Bellevue Off Mombasa Road P.O. Box 3391 –00506, Nairobi

**Nationality:** Kenya

**Email:** [Florence.Suji@toyotakenya.com](mailto:Florence.Suji@toyotakenya.com)

**Phone:** +254 (20) 696 7000 / +254 (20) 69678263

1. **Baastel**

Address: 92 Rue Montcalm | Gatineau (Québec) Canada | J8X 2L7

Nationality: Canada

Email: [mylene.castonguay@baastel.com](mailto:mylene.castonguay@baastel.com)

Phone: +1 819 595-1421

1. **Cadena international development projects & IBF International Consulting**

Address: "Vlaemsche Hoeve 216, 5251 TH Vlijmen

Nationality: The Netherlands

Email: [patricia@cadena-idp.com](mailto:patricia@cadena-idp.com)

Phone: +31 (0) 73 612 1707 / +31 (0) 615877422

1. **e.Gen Consultants Pvt. Ltd & CID Consulting (Sub-Consultant Firm) & Africa Vocational Education Researchers and Consultants (AVERC**)

Address: H-1/208 Garg Tower, Netaji Subhash Place, Delhi, India, 110034

Nationality: India

Email: [vasu.kharb@egenconsultants.com](mailto:vasu.kharb@egenconsultants.com) [hasan.tawfique@egenconsultants.com](mailto:hasan.tawfique@egenconsultants.com)

Phone: +91-9050691966

1. **C2D Services**

Address: 1111 St-Urbain #210 Montréal, H2Z 1Y6

Nationality: Canada

Email: [lalancettel@c2dservices.com](mailto:LALANCETTEL@C2DSERVICES.COM); [contact@c2dservices.com](mailto:contact@c2dservices.com)

Phone: (+1).514.812.4418 /( +1).438.968.5502

1. **Workforce Development International (WDI)**

Address: 173A Blk B C17, Lashibi, Tema, Ghana

Nationality: Ghana

Email: [danawuah@gmail.com](mailto:danawuah@gmail.com)

Phone: +23324-496-5487/ +233 204645000

* + 1. The Documents are: **TOR, Annexes 1 and 2; draft contract, … etc.**

* 1. The address of the Bank to send any request for clarification is:

Ms. Keiko Takei

African Development Bank

Human Capital, Youth and Skills Development Department (AHHD)

Immeuble CCIA (Office 15D)

Avenue Jean-Paul II

Abidjan - Côte d’Ivoire

E-mail: [k.takei@afdb.org](mailto:k.takei@afdb.org)

Copy Ms. Jessica Muganza

Email: [j.muganza@afdb.org](mailto:j.muganza@afdb.org)

3.3. (iii) The estimated number of key professional staff months is: 9 man-months

Key Staff Requirements:

For this assignment, the Bank suggest 4 team members with proven research and analysis experience.

1. Majority of key proposed staff shall be permanent employees of the Consultants: Yes X
2. Reports must be written in the following language(s): **English or French**
   1. (vii) Training is an important feature of this Assignment: **NO X**
   2. Tax liability, insurances (description or reference to appropriate documentation): Firms are responsible for taking out insurance to cover third party liability and medical expenses for their staff participating in the Assignment, including medical costs arising from illness or accidents during the Assignment. Firms must also provide coverage for accidents resulting in permanent total or partial disability, or death which might occur during execution of the Contract. Consulting Firms must also take out insurance to cover losses or damages to i) equipment fully or partially financed under the Contract, ii) the goods used by the Consultant for the services, and (iii) the documents prepared by the Consultants for the services. The Bank is not subject to taxation, direct or indirect.

4.1 In addition to the original, the number of copies of the proposal required is: 0

4.4 The date and time of proposal submission are: **May 5th** **2020, 17h00 GMT**

4.5 The validity period (days, date): **60 days, starting from May 5th, 2020**

7.1 The points given to the evaluation criteria are:

|  |  |
| --- | --- |
| **Criteria** | **Weights** |
| Experience relevant to the assignment   * Number of previous similar assignment in African countries | 10 |
| Understanding of the terms of Reference and Methodology   * Understanding of the TORs; * Definition of the mapping framework and work plan * Ability to apply an analytical systems thinking approach to various national TVET sector landscape | 45 |
| Qualification of Key Personnel: | 40 |
| Experience with the Bank, similar projects and multilateral donors | 5 |
| **TOTAL** | **100** |

The points given to the evaluation of sub-criteria for qualifications of key experts are:

|  |  |
| --- | --- |
|  | Weights |
| General Qualifications and adequacy for the assignment to be undertaken | 25 % |
| Similar experience in the area of expertise of the assignment described in the Terms of Reference | 30 % |
| Experience with international donors or similar projects | 10 % |
| Language proficiency | 5 % |
| Knowledge of the countries of assignment | 30 % |
| **Total** | **100 %** |

7.5. T **= 0.7** F = **0.3**

9.2 Commencement of Assignment (date, location): **May 25th, 2020.**

**NB. Please specify in your letter acknowledging receipt and confirming your intent to bid, your registration number in the AfDB’s consultant database which can be accessed by the following link:**

<https://econsultant.afdb.org:44356/welcomedacon>

Sincerely,

**Hendrina C. DOROBA**

**Division Manager**

Education and Skills Development Division

Human Capital, Youth and Skills Development Department

African Development Bank

Attachments:

1. Terms of Reference (TOR)

2. Appendix 1 - Formats for Technical Proposal

3. Appendix 2 - Formats for Financial Proposal

4. Draft Form of Contract

# Terms of Reference (TOR)

**RECRUITMENT OF CONSULTING FIRM FOR THE TVET MAPPING STUDY TO ENHANCE SKILLS LINKAGE TO THE PRODUCTIVE SECTORS IN AFRICA**

1. **BACKGROUND**

**Africa’s aspiration is to become a major knowledge and innovation force in the global economy as envisioned in the African Union Agenda 2063 of the “Africa We Want”** and the United Nations 2030 Agenda on Sustainable Development Goals (SDGs), particularly Goal 4 on “Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all”. Agenda 2063 calls for a paradigm shift towards transformative education and skills development to meet the knowledge, competencies, research, and innovation required to nurture the next generation. Its action plan provides a more integrated and inclusive Africa that uses its natural and human resources and institutions to drive technological, social and business innovation for inclusive economic growth. Quality human capital development, such as highly skilled and competent manpower, is crucial to create innovations that meet the aspirations of this agenda. This is particularly important because Africa lacks sufficient quality human resources, technologies and innovations to run its increasingly expanding knowledge-based economy.

**To address this, Africa requires the generation of skilled workforce through technical and vocational education and training (TVET) to boost technological advancement, increase trade and promote competitive economic growth.** This is because, TVET may play a critical role in response to developing the necessary skill sets, new knowledge, technologies and innovations required to transform the continent’s economy and improve its service delivery. The “Continental Education Strategy for Africa 2016-2025 (CESA 16-25)”[[2]](#footnote-3) and the “Continental TVET Strategy”[[3]](#footnote-4) developed by the African Union provides a comprehensive framework for skills development and youth employment through TVET.

**For the TVET sector to become a driving force in this endeavor, issues around governance, perception and reputation, low quality, skills mismatch, and disconnect from the labor market**, need to be addressed first. Government support and resources will be required to create and implement policies that will allow TVET institutions and private sector (through apprenticeships) to re-engineer their learning platforms and modes of delivery in order to meet the changing skills requirements of the market place of today and tomorrow. With the advancement in science, technology and innovation (STI), the linkage between TVET and industry is crucial for African institutions with regards to: (1) high quality standards, and (2) relevant and responsive skills development in the light of changing trends of the future of work. As changing technologies and processes, which emerge in the context of the fourth industrial revolution, require new skills sets that skills development providers can develop and provide. In this regard, apprenticeships and other forms of work-based learning need to be promoted.

1. **CONTEXT**

**Quality and relevant technical and vocational skills development is critical to promote Africa’s inclusive growth and sustainable development**. The continent faces an unprecedented skills gap fueled by skills mismatch, and disconnect from the current labor market needs**.** Overeducated African youth earn on average 18 percent less than those in the same category and 22% of enterprises believe that poor quality and/or shortage of labor undermine their competitiveness.[[4]](#footnote-5) In addition, Africa faces the challenge of expanding the quality and quantity of technical education and vocational skills of its population. While globalization and technological change have the potential to boost productivity and economic growth, this skills mismatch hinders the complete implementation of Africa’s development agenda.[[5]](#footnote-6)

**Although TVET is expanding in relative terms in Africa (number of students surged by 26% in 14 years), it is growing slower than general secondary education.** In 2014, a proportion of 8.2% of secondary school students were in vocational or technical training institutions, compared to 12.4% in 2000. In developing countries globally, TVET attracts 9.4% of secondary school enrolments, on average. Further, girls account for 43.5% of TVET students, compared to 40.5 percent in Africa, a percentage that has been on a slight decline since 2000.[[6]](#footnote-7)

**This poor development of vocational training stems from various factors**, namely: (i) the unit cost of training which, on average, is double the cost of general education; (ii) limited opportunities for engagement of private sector in the TVET training processes; (iii) a pedagogical model that focuses on “residential” training (in vocational training centres) to the detriment of on-the-job training (apprenticeship, work-study) in formal or informal enterprises, etc.; (iv) weak skills development curriculum which is not demand driven; and (v) issues of effective utilization of new facilities and technological equipment due to lack of trainers. Consequently, vocational training has led to the widening of labor market skills mismatch gap.

1. **RATIONALE**

**Africa’s development landscape calls for building human capital through quality skills development amid persistent poverty and increasing inequalities that impact youth and women.** The continent’s labor market demonstrates rising skills mismatch, low productivity, as well as unemployment and underemployment among a youth population whose number is projected to hit 1 billion by 2050. This calls for the development of advanced intellectual infrastructure to drive the increasingly shifting knowledge-based economies. Against this backdrop and to capture the demographic dividend, the African Development Bank has designed the Human Capital Strategy (HCS) whose focus is to harness Africa’s Grey Matter Infrastructure by addressing malnutrition, skills for competitiveness and employability, value for money, accountability and citizen’s voice for efficient and inclusive service delivery and financial and social systems in order to ensure inclusion and social cohesion.

**The HCS is underpinned by lessons learned from the Bank’s experience in human capital interventions, country demands and global best practices.** It underscores short-medium to long-term adaptable and sustainable solutions to youth unemployment, economic productivity, exclusion and gender inequalities. The vibrant role of the private sector in education and skills development , job creation, access to critical goods and leapfrogging inclusive social infrastructure is crucial for promoting inclusive service delivery and entrepreneurship and ensuring that the knowledge and skills produced contribute to national economic competitiveness[[7]](#footnote-8).

**The Bank supports education and skills development in all its Regional Member Countries (RMCs) through knowledge generation and management, policy dialogues and lending operations** to address the daunting challenge of youth and women unemployment and underemployment by tackling labor market skills mismatch and low productivity. The Bank’s investments in TVET have contributed to providing quality access and building skills for the labor market. This is with the recognition that to benefit from the demographic dividend and build a highly skilled labor force, Africa’s cohort of quality TVET graduates need to increase significantly. The Bank has deep programmatic experience in supporting and fostering transformation in TVET to promote innovative entrepreneurship and productivity and to latch on to value chains. In this context, the Bank's investments have contributed to raising employability of African youth and women. Such investments have also stimulated growth and reduction in skills shortages in the education and health sectors due to more qualified teachers and health workers respectively. Since 2005, the Bank has approved over 70 education operational projects in Africa, totaling around USD 2 billion and benefiting 6 million youths. So far, the Bank’ s investment in skills and education goes into TVET (38%), higher education and digital learning (37%) and other forms of education (25%).

**This proposed TVET mapping aims at documenting and profiling the status of TVET in Africa** with a specific focus on TVET investments, projects, stakeholders, role of the private sector, good practices, and lessons learnt to enhance its contribution to the economic transformation of Africa. The study will map TVET interventions and linkage with industry in selected countries by priority development sectors, investment, skills, and institutions and stakeholders involved. This will provide evidence-based status of TVET in Africa, and its linkage with industry. The findings of the mapping exercise will inform the African Development Bank’s investment/intervention in Regional Member Countries and Regional Economic Communities for enhanced integration of TVET as a critical sector of human capital development in Africa.

1. **OBJECTIVES**

The objectives of the TVET mapping are as follows:

1. Review, assess and analyze the relevant national, regional and international discourses related to TVET policies and strategies including those supporting TVET linkages with the world of work;
2. Analyze (i) the formal, non-formal and informal post-secondary TVET systems including apprenticeships, (ii) the type of ownership (public, private, others); (iii) financing; and (iv) gender equity and equality.
3. Assess TVET-related projects financed by the Bank in the selected countries, profile the functionality status including relevancy, value proposition, linkages with  industries and other sectors and lessoned learned.
4. Analyze and assess the linkages and interactions between TVET institutions and the productive sectors, especially on how to make curriculum and pedagogy demand driven by linking up with private sector for youth employability.
5. Make policy and strategic recommendations to the Bank, RMCs, RECs and other stakeholders on how to boost TVET investments/intervention.
6. **DELIVERABLES**
7. Inception report summarizing the assessment and analysis and proposed consolidated approach to the study.
8. Regional TVET mapping study validation workshop reports.
9. Status report on the Bank’s TVET projects in the selected countries, their implementation situation, and lessoned learned.
10. Comprehensive mapping report which includes the following:
    * Overall TVET mapping findings.
    * Analysis and assessment of linkages between TVET systems and institutions and productive sectors including apprenticeships.
    * Draft policy and strategic recommendations on TVET interventions and investments in Africa.
    * An organizational framework for TVET institutions to enhance linkages with productive sectors and institutions of higher learning and research.
    * A database of leading TVET private sector players and organizations in the continent.
11. A roadmap/implementation plan for countries in line with their national TVET policies to revitalize and strengthen TVET (covering both institution-based and work-based learning) to meet the current and projected human capital needs for Africa’s development.
12. **APPROACH AND SCOPE OF THE STUDY**

The work is envisaged as a 6-months assignment. It will involve a desk review and field work in 15 selected countries[[8]](#footnote-9) across the various RECs. The assignment comprises a review of TVET status by policies and strategies at country and regional levels, priority sectors covered, leading stakeholders, investments, role played by the private sector, good practices and lessoned learnt. It will seek to make strategic policy recommendations on how the Bank and other stakeholders can boost TVET investments/interventions.

The study will assess the existing TVET policy frameworks and strategies and their linkage with the world of work; examine proposed development sectors, thematic areas and study indicators to develop a mapping study framework; prepare a database of leading TVET private sector players and organizations on the continent; and develop an organizational framework for TVET institutions to enhance the linkage with the productive sectors. The study will also explore TVET investment opportunities that can trickle down from region to countries or scale up from countries to regions. In addition, it will come up with policy recommendations and a generic roadmap on how to strengthen TVET systems to meet Africa’s development needs**.** The selected countries for this study are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Regional** | **Country** | **Country with AfDB TVET/SCPZ projects (completed, ongoing or in the pipeline)** | **Countries with good examples of TVET initiatives/good practices** |
| **EAC** | Kenya | ✓ | ✓ |
|  | Uganda | ✓ |  |
|  | Eritrea | ✓ |  |
| **SADC** | Zambia | ✓ | ✓ |
|  | Namibia | ✓ |  |
|  | Mauritius |  | ✓ |
| **ECCAS** | Congo | ✓ |  |
|  | Cameroon | ✓ |  |
|  | Chad | ✓ |  |
| **ECOWAS** | Cote d'Ivoire | ✓ | ✓ |
|  | Senegal |  |  |
|  | Ghana | ✓ | ✓ |
|  | Nigeria | ✓ |  |
| **North Africa** | Egypt |  | ✓ |
|  | Tunisia | ✓ | ✓ |

1. **OVERALL METHODOLOGY**

The methodology will include at least the following steps:

1. Review, assess and analyze the relevant documentation on TVET including apprenticeships;
2. Field visit to and study of fifteen (15) selected countries to collect data and information. The selection criteria will include regional representation, countries with good examples of TVET initiatives/good practices, and countries with AfDB TVET projects, both ongoing or in the pipeline among others.
3. Organization of meetings in the selected countries to share and validate national TVET reports and roadmaps;
4. Organization and facilitation of regional validation workshops within each REC;
5. Preparation of national and regional reports; and
6. Preparation of final report and roadmap.
7. **REQUIRED CONSULTANT QUALIFICATIONS AND TEAM COMPOSITION**

5.1 A consulting firm (hereafter “consultant”) will be recruited on a competitive basis, to carry out the activity under the supervision of the Bank’s Human Capital, Youth and Skills Development Department. Based on the overall methodology, the consultant will propose an approach which will be used to achieve the study’s expected results in accordance with the timeline. The consultant must be available for the entire duration of the study and have a very good knowledge of at either English and/or French. The consultant’s experience in similar assignments as well the experience and qualifications of the key staff proposed will be determining in the selection process.

5.2 The team proposed by the consultant should possess the following characteristics:

1. An economist (at least Masters level) with at least 15 years of experience in Development Planning or Education Planning and background in TVET related fields, excellent analytical skills, experience with the private sector, perfect knowledge of English and/or French. Experience in higher education (teaching and research) will be an added advantage.
2. Labor market specialist with experience in TVET and skills development, and in linkages with productive sectors. He/she must have at least a masters in social sciences, economics or statistics, minimum of 15 years in the analysis of labor markets in relation to national development strategies with implications for skills development, experience with the private sector, excellent analytical skills, perfect knowledge of English and/or French.
3. Two (2) education/TVET specialists (policy and/or instruction/learning), with at least 15 years of experience in policy formulation, teaching or management of TVET systems and institutions at national or regional level. They must have an excellent knowledge of TVET systems in Africa and a perfect knowledge of English and/or French.
4. Good knowledge and experience of working across the continent.
5. **ORGANIZATION AND MONITORING**

The Bank will make available to the consultant any relevant institutional documents (corporate strategies, sector strategies, relevant project documents) relevant to the mission. The consultant will work under the direct responsibility of the Bank’s Human Capital, Youth and Skills Development Department. An internal Steering Committee will be established to guide and monitor the progress of the study and ensure that results are delivered in accordance with agreed schedule. At the beginning of the mission the consultant will hold an initial meeting with the Steering Committee (physical or virtual).

1. **DURATION AND TIMELINE**

The duration of the mission up to submission of final delivery stage will be eight (8) months, including time for field missions and workshops. The number of days of honorarium, the payment modalities and the detailed cost of the assignment will be agreed with the selected firm.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Activities/Deliverables** | **Month 1** | **Month 2** | **Month 3** | **Month 4** | **Month 5** | **Month 6** | **Month 7** | **Month 8** | |
| Review, assessment of TVET documentation |  |  |  |  |  |  |  | |  |
| Inception report submission |  |  |  |  |  |  |  | |  |
| Inception report discussed and finalized |  |  |  |  |  |  |  | |  |
| Comprehensive national TVET status reports prepared |  |  |  |  |  |  |  | |  |
| Comprehensive regional TVET status reports prepared |  |  |  |  |  |  |  | |  |
| Regional seminars/workshop to review and validate reports |  |  |  |  |  |  |  | |  |
| TVET mapping study report finalized |  |  |  |  |  |  |  | |  |

1. **Appendix 1. Formats for Technical Proposal**

1A. Technical Proposal submission form

1B. Firm’s references

1C. Comments and suggestions of consultant on the Terms of Reference and on data services, and facilities to be provided by the Bank.

1D. Description of approach, methodology and work plan in responding to the terms of reference

1E. Format of curriculum vitae (CV) for proposed key staff

1F. Work schedule and planning for deliverables

1G. Team composition, assignment and key experts’ inputs

1H. Work plan

**1A. Technical Proposal submission**

FROM: TO:

**Subject: Hiring of Consultancy Service for**

Sir/Madam:

Regarding Technical Proposal

I/We Consultant/Consultancy firm herewith enclose a Technical Proposal for selection of my/our firm/organization as Consultant for .

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

*OR*

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

We hereby declare that 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 Bank and/or may be sanctioned by the Bank.

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

Yours faithfully,

Signature:

(Authorized Representative)

Full Name:

Designation:

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}*

**1B. FIRM’S References**

**Relevant Services Carried Out in the Last Five Years**

**Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted.

|  |  |  |
| --- | --- | --- |
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm: |
| Name of Client: | | No of Staff: |
| Address: | | No of Staff Months: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in USD or EURO): |
| Name of Associated Firm(s), if any: | | No of Months of Professional Staff Provided by Associated Firm(s): |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Consultants’ Name:

**1C. Comments/Suggestions of Consultant**

On the Terms of Reference (TOR*) (Ref. 3.4 ii - LOI)*

1.

2.

3.

4.

5.

etc.

On the data, services, and facilities to be provided by the Bank indicated in the TOR *(Ref. 3.4 vi – LOI***)**

1.

2.

3.

4.

5.

etc.

**1D. Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

This form gives a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

*{Suggested structure of your Technical Proposal*

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

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

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

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

**1E. Format of Curriculum Vitae (CV) For Proposed Key Experts**

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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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.}*

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| *{List all deliverables/tasks as in 1F 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 Bank, and/or sanctions by the Bank.

Date *{day/month/year}*

Name of Expert Signature

Date *{day/month/year}*

Name of authorized Representative of the Consultant Signature

(the same who signs the Proposal)

**1F. Work Schedule and planning for deliverables**

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Bank’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

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

3. Include a legend, if necessary, to help read the chart.

**1G. Team Composition, Assignment and Key Experts’ inputs**

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

1 For Key Experts, the input should be indicated individually for the same positions.

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

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Bank’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1H. WORK PLAN**  **1. Field Investigation** | | | | | | | | | | | | | |
|  | Monthly Program from date of assignment (in the form of a Bar Chart) | | | | | | | | | | | | |
| Items of Work/Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| --- | --- |
| **2. Completion and Submission of Reports**  (as indicated under Appendix B enclosed with General Conditions of Contract) | |
| Reports | Date |
| 1. Inception Report |  |
| 2. Interim Progress Report  (a) First Status Report  (b) Second Status Report |  |
| 3. Draft Report |  |
| 4. Final Report |  |

# Appendix 2. Formats for Financial Proposals

2A. Financial Proposal Submission Form

2B. Summary of Price Proposal

2C. Breakdown of remuneration

2D Breakdown of reimbursable expenses

**2A. Financial Proposal Submission Form**

FROM: TO:

**Subject: Hiring of Consultancy Service for**

Sir/Madam:

Regarding Price Proposal

I/We Consultant/Consultancy firm herewith enclose the Price Proposal of my/our firm/organization as Consultant for .

Our attached Financial Proposal is for the amount of *{Indicate amount(s) in words and figures in the corresponding currency(ies)}*.

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.

Yours faithfully,

Signature

(Authorized Representative)

Full Name

Designation

Address

*{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}*

**2B. Summary OF Price Proposal**

|  |  |  |
| --- | --- | --- |
| Item | Cost in  Local Currency | Cost in USD or EURO |
| Cost of the Financial Proposal Including: |  |  |
| (1) Remuneration |  |  |
| (2) [Reimbursables] |  |  |
| Total Cost of the Financial Proposal:  {Should match the amount in Form 2A} |  |  |
|  |  |  |

Consultant must state the proposed Costs in accordance with the exchange rate dated on DD/MM/YY

**2C. Breakdown of Remuneration**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | **Position**  (as in 1G) | **Person-month Remuneration Rate** | **Time Input in Person/Month**  (as in 1G) | **Cost in**  **Local Currency** (*as in 2B*) | **Cost in USD or EURO** *(as in 2B)* |
|  | **Key Experts** |  |  |  |  |  |
| **K-1** |  |  | [*Home*] |  |  |  |
|  | [*Field*] |  |  |  |
| **K-2** |  |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |
|  | **Non-Key Experts** |  |  |  |  |  |
| **N-1** |  |  | [*Home*] |  |  |  |
|  | [*Field*] |  |  |  |
| **N-2** |  |  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  | **Total Costs** |  |  |

**Sample Form**

Consultant: Country:

Assignment: Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

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

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

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

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

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

[Name of Consultant]

Signature of Authorized Representative Date

Name:

Title:

**Consultant’s Representations Regarding Costs and Charges**

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

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Remuneration Rate per Working Month/Day | Social Charges1 | Overhead1 | Subtotal | Profit2 | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day | Proposed Fixed Rate per Working Month/Day1 |
| Home Office | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Bank’s office | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

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

1. Expressed as percentage of (1)

2. Expressed as percentage of (4)

**2D. BREAKDOWN of Reimbursable Expenses**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Type of [*Reimbursable Expenses]*** | **Unit** | **Unit Cost** | **Quantity** | **Cost in**  **Local Currency** (*as in 2B*) | **Cost in USD or EURO** *(as in 2B)* |
|  | *{e.g., Per diem allowances\*\*}* | {Day} |  |  |  |  |
|  | *{e.g., International flights}* | {Ticket} |  |  |  |  |
|  | *{e.g., In/out airport transportation}* | {Trip} |  |  |  |  |
|  | *{e.g., Communication costs between Insert place and Insert place}* |  |  |  |  |  |
|  | *{ e.g., reproduction of reports}* |  |  |  |  |  |
|  | *{e.g., Office rent}* |  |  |  |  |  |
|  | *....................................* |  |  |  |  |  |
|  | *{Training of the Bank’s personnel – if required in TOR}* |  |  |  |  |  |
| **Total Costs** | | | | |  |  |

# STANDARD FORM OF CONTRACT

# BETWEEN BANK AND CONSULTING FIRM

**SERVICE CONTRACT**

**BETWEEN**

**THE AFRICAN DEVELOPMENT BANK**

**AND**

**[NAME OF LEGAL ENTITY]**

**CONTRACT N° DEPT/YEAR/MONTH/SERIAL-NUMBER**

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**THIS SERVICE CONTRACT** (hereinafter called the "Contract") is entered into by and between the **AFRICAN DEVELOPMENT BANK** (hereinafter called the "Bank"), an international financial institution having its headquarters in Abidjan, Avenue Joseph Anoma, 01 B.P. 1387, Abidjan, CÔTE d'IVOIRE and currently operating from [*Bank’s office address*],

**of the one part**

and [***NAME OF THE LEGAL ENTITY***] formed and existing under the laws of [***place of incorporation***] (hereinafter called the "Consultant"), whose address is [***Street address, City, Postal Code, State/, Province/, District, COUNTRY***],

**of the other part**

**WHEREAS** the Bank has determined the need to procure the services of the Consultant, as such services are described or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

**NOW THEREFORE** the parties hereto agree as follows:

# ARTICLE I: SCOPE OF SERVICES

* 1. The services to be performed by the Consultant under this Contract (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.
  2. Notwithstanding Article XV hereof, the Bank shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by the Bank

# 

# ARTICLE II: COMMENCEMENT AND DURATION

2.1. The Consultant shall commence the Services on **1st March 2018** and shall carry out the Services for a period of **3 months** in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Consultant in writing by the Bank.

# ARTICLE III: DUTIES OF THE CONSULTANT

* 1. The Consultant shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by the Bank from time to time.
  2. The Consultant shall report regularly to the Bank and seek guidance and direction therefrom on all matters relating to this Contract and the performance of the Services hereunder.
  3. The Consultant shall perform the Services to the satisfaction of the Bank in accordance with the Terms of Reference and shall submit to the Bank satisfactory and complete report(s) as required under the Terms of Reference.
  4. The Consultant designates **project’s leader name** as the project’s leader to spearhead, and coordinate the performance of the Services and to act as the principal liaison between the Bank and the Consultant during the performance of this Contract. In this capacity, the project leader’s responsibilities include, but are not limited to, daily supervision and oversight of the Services and all communications between the Consultant and the Bank.
  5. The Consultant shall provide the services of qualified experts and employees through all stages of this Contract and shall identify such experts to the Bank for approval prior to the commencement of the Services. Any change of such experts shall be subject to the Bank’s prior written approval. The Consultant shall upon written request from the Bank, promptly replace at its own expense any member of the Consultant’s project team who the Bank considers unfit or otherwise unsatisfactory with experts approved by the Bank.
  6. The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Consultant under this Contract, in such form and detail as shall be satisfactory to the Bank, for the purposes of the Bank making payment under this Contract.
  7. The Consultant shall seek and obtain all necessary visas and/or residence permits as shall be required for carrying out the Services and for performing its obligations under this Contract. The Bank shall, as necessary, use reasonable efforts to assist the Consultant in obtaining such visas and/or residence permits.
  8. The Consultant shall be fully liable for the consequences of any error or omission on its part and for any damage caused by negligence on its part in carrying out the Services or performing its other obligations under this Contract.
  9. The Consultant, by signing this Contract, covenants that neither itself nor any of its experts, employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of the Consultant’s obligations under this contract. The Consultant also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Consultant’s performance under this Contract.
  10. Except as otherwise agreed by the Bank in writing during the term of this Contract, the Consultant and any entity in which the Consultant has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

# 

# ARTICLE IV: REPRESENTATIONS, WARRANTIES AND COVENANTS

* 1. The Consultant represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.
  2. The Consultant represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Consultant covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.
  3. The Consultant represents and warrants to the Bank that: (i) the execution and delivery by the Consultant of this Contract, the consummation of the transactions contemplated hereby and the performance by the Consultant of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Consultant is a party and which would otherwise be material to the performance by the Consultant of its obligations hereunder; and (ii) the Consultant possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Consultant shall survive the termination of this Contract.

# ARTICLE V: INSURANCE

5.1. The Consultant shall be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. The Bank shall have no responsibility whatsoever for such coverage or for any medical expenses that the Consultant or its employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from the Consultant (collectively hereinafter referred to as the “Consultant’s Associates”) may incur.

# ARTICLE VI: RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

* 1. Nothing contained in this Contract shall be construed as establishing or creating any relationship between the Bank and the Consultant other than that of independent contractor. Accordingly, the Consultant hereby agrees that the Bank shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Consultant, or the Consultants Associates.
  2. The Consultant hereby undertakes that it will indemnify and hold harmless the Bank from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation, reasonable attorneys fees) which the Bank may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Consultant or any of the Consultant’s Associates including without limitation all third party claims, and the Consultant will reimburse the Bank for all costs, charges and expenses which the Bank may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Consultant shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Consultant and any of the Consultant’s Associates.
  3. The provisions set out in this Article shall survive the expiration or termination of this Contract.

# ARTICLE VII: CONSULTANT’S INABILITY TO PERFORM SERVICES

7.1. If, at any time and for whatever reason, in the opinion of the Bank the Consultant is unable to perform or to complete the performance of the Services in a manner satisfactory to the Bank, the Bank may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to the Bank arising from such extension shall be borne by the Consultant.

# 

# ARTICLE VIII: PAYMENT FOR THE SERVICES

* 1. The Bank shall, subject to satisfactory performance of the Services, pay to the Consultant the amounts specified in Section 1 of Annex II to this Contract (hereinafter collectively referred to as the “Contract Amount”), which Annex II forms an integral part hereof.
  2. Payment of the Contract Amount shall be in accordance with the modalities specified in Section 2 of Annex II to this Contract.

# 

# ARTICLE IX: COPYRIGHT, CONFIDENTIALITYAND OWNERSHIP

* 1. The Consultant shall not at any time without written authorization from the Bank, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Consultant and the Consultant’s Associates and remain the property of the Bank. The Consultant and the Consultant’s Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, “Confidential Information” refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Consultant in respect of, in connection with or by virtue of this Contract.
  2. The Consultant shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorized personnel and third parties and to ensure that Confidential Information is not used in an unauthorized manner.
  3. The obligations of the Consultant under Section 9.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Consultant to the Consultant's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 9.1. Where the Consultant discloses Confidential Information to another person pursuant to clause (a) above, the Consultant will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 9.1. In every instance, the Consultant shall notify the Bank (a) of such disclosure to the Consultant’s Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.
  4. The Consultant shall not publish or cause or permit to be published, without the prior written approval of the Bank, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.
  5. All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Consultant in the course of carrying out the Services shall be vested in and become the property of the Bank. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Contract, be promptly returned to the Bank. Such materials shall be sorted and indexed by the Consultant in a manner acceptable to the Bank prior to delivery to the Bank.
  6. The Consultant further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Consultant for the performance of Services under this Contract.
  7. The provisions of this Article shall survive the expiration or the termination of this Contract.

# 

# ARTICLE X: ASSIGNMENT AND SUBCONTRACTING

* 1. The Consultant shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Bank.
  2. The Consultant shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of the Bank given in respect of the particular person or entity.
  3. Notwithstanding any such consent given by the Bank pursuant to Sections 10.1, or 10.2 above, the Consultant hereby guarantees full compliance by each of the Consultant’s Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Services. The Consultant further represents and warrants that it shall be fully responsible as primary obligor to the Bank regarding the manner and standard of performance of the Services.

# 

# ARTICLE XI: FORCE MAJEURE

* 1. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.
  2. The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.
  3. During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.
  4. In the event of Force Majeure which delays performance of this Contract or any part thereof by more than [*insert number in words* ( )] days, either party shall have the right, by notice to the other party, to terminate this Contract.

# 

# ARTICLE XII: FRAUD AND CORRUPTION

* 1. The Consultant represents and warrants that no employee of the Bank involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Consultant, or any of the Consultant’s Associates, resulting from the award of this Contract or its performance.
  2. If the Consultant or any of the Consultant’s Associates is found to have engaged in any corrupt or fraudulent practice in connection with this Contract, the Bank may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Consultant ineligible to contract with the Bank or to enter into contracts financed by the Bank; and (iii) pursue legal proceedings against the Consultant. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.

# ARTICLE XIII: TERMINATION

* 1. The Bank may terminate this Contract at any time without advance notice in the event the Consultant engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that the Bank determines in its discretion, reflects seriously and adversely on the Bank.
  2. The Bank may, upon giving not less than [*number in words* ( )] days' notice in writing to the Consultant, terminate this Contract if the Bank determines that the Consultant has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.
  3. The Bank may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of the Bank to do so, provided, that the Consultant shall in such event be given prior notice of not less than [*insert number* ( )] days of such termination.
  4. The Consultant may terminate this Contract if the Bank has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.
  5. The Bank and the Consultant may terminate this Contract by mutual agreement in writing.
  6. Upon termination of this Contract, the Consultant shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 9.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Consultant in the course of carrying out the Services.
  7. If this Contract is terminated under this Article XIII, Article VII or XI, the Bank shall be liable only for payment, in accordance with the payment provisions of this Contract, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

# 

# ARTICLE XIV: DISPUTE SETTLEMENT

* 1. The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.
  2. If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.
  3. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (“LCIA”) shall act as the appointing authority.
  4. The seat of arbitration shall be London, England.
  5. The language to be used in the arbitral proceedings shall be English.
  6. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
  7. Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the Bank under the Agreement Establishing the African Development Bank, international conventions or any other applicable law.
  8. The provisions of this Article shall survive the termination of this Contract.

# 

# ARTICLE XV: MODIFICATION OR AMENDMENT

15.1. Subject to Section 1.2 hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

# 

# ARTICLE XVI: EFFECTIVE DATE AND EXPIRY

* 1. This Contract shall enter into force on the Effective Date which shall be the date of last signature by the parties).
  2. Unless terminated under Article VII, XI, XII or XIII hereof or unless otherwise indicated in writing by the Bank, this Contract shall expire no later than the earlier of [*Date**inserted should be the expected completion date plus sixty (60) days]* or date on which all obligations arising out of or under this Contract have been discharged, except for those expressly stated to survive the termination of this Contract.

# 

# ARTICLE XVII: NOTICES

* 1. All notices or requests required or permitted to be given or made shall in the case of the Bank be addressed or made to the [*insert Title of Officer and name of Organizational Unit of the Bank*], or such officer duly authorized by it in writing to receive or act upon the same.
  2. Any notice or request to be given or made under this Contract shall be in writing and have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

**FOR THE BANK**

**The African Development Bank**

Bank’s office address

Attention Ms./Mr.

Title

Department

E-mail:

Tel.:

Fax:

**FOR THE CONSULTANT**

**Name of the Consultant**

Postal Address

City

Country**]**

E-mail:

Tel.:

Fax:

# ARTICLE XVIII: GOVERNING LAW

18.1. This Agreement shall be governed by and construed in accordance with the laws of England.

# ARTICLE XIX: SEVERABILITY

19.1. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Contract shall in no way affect the validity, enforceability or legality of any of its other provisions.

# ARTICLE XX: COUNTERPARTS

20.1 This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.

**FOR THE AFRICAN DEVELOPMENT BANK**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

###### **[NAME OF AUTHORISED SIGNATORY]**

###### **[TITLE]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**FOR THE CONSULTANT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

###### **[NAME OF AUTHORISED SIGNATORY]**

###### **[TITLE]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

# ANNEX I. TERMS OF REFERENCE

**ANNEX II. CONTRACT AMOUNT AND METHOD OF PAYMENT**

**1. Contract Amount**

Pursuant to Article VIII of this Contract, the Bank shall pay the Consultant the amounts specified below in respect of the Services and for all costs, fees and expenses whatsoever reasonably incurred by the Consultant in performing its obligations under this Contract.

1. **Honorarium**

The professional fees payable to the Consultant under this Contract for satisfactory completion of the Services shall be [*insert amount* *in words*] ( [ *in figures*])

[*Amounts should be specified in a currency and not in Units of Account. Where the Consultant is a local company or entity all payments under the contract shall be in the local currency i.e. Tunisian Dinars in Tunisia, CFA Francs in Cote d’Ivoire] unless otherwise authorized.*

1. **Travel Expenses**

**[***All travel arrangements and payments shall be in accordance with the Bank’s Travel Policy (PD 01/2016 as amended***]**

* + 1. **Per Diem Allowance**

The Consultant shall receive, a daily subsistence (“per diem”) allowance covering hotel accommodation and personal subsistence expenses of the Consultant’s experts, such as charges for meals and other incidental expenses not separately reimbursable pursuant to clause 1(b) (iii) of this Annex II. Hotel accommodation shall be paid for on the basis of actual expenses subject to the maximum amount prescribed by the Bank.

The per diem allowance shall be paid in accordance with daily rate for a given country comprising hotel accommodation expenses and personal subsistence expenses in the amount of [ ] per day for [total *number of days authorized*] days. The total per diem allowance amount payable shall therefore not exceed UA [*insert amount[[9]](#footnote-10)]*.

* + 1. **Airfare**

*[insert number]* of round trip [Economy/Business (*select one or the other*] class air tickets for travel to *[insert destination]* and from *[insert destination]* will be purchased by the Bank or directly by the Consultant for reimbursement by the Bank as agreed between the Bank and the Consultant, subject to a total maximum amount of [*insert amount*]

1. **Reimbursable Incidental Expenses**

Reasonable incidental expenses up to a maximum of [*insert amount*] covering such expenses as have been accepted by the Bank as reimbursable will be reimbursed to the Consultant.

**2. Schedule and method of payment**

The schedule for payment of honorarium and travel expenses constituting part of the Contract Amount, as described in Section 1 of this Annex II, shall be as follows:

**(a) Honorarium**

Payment shall be made as follows, upon satisfactory completion of the outputs described in the Terms of Reference:

The project management fees will be paid as per the following schedule:

|  |  |
| --- | --- |
| **Output** | **Percentage of payment** |
| Inception report and workplan and a valid bank guarantee | 10% |
| First Project Report (once local vendors to operationalize centers are identified and invoiced) | 60% |
| Completion of 2-3 cycles of training (basic, intermediate and advanced) and job placement activities (minimum 1500 trained) | 20% |
| Completion report | 10% |

The above breakdown is subject to negotiation.

Reimbursable expenses will be paid by the AfDB upon receipt and approval of the corresponding documentation.

*[The Bank’s Financial Regulation Section 12.01 (c), (d) provides that payments shall be made for services actually rendered, on the basis of appropriate supporting documents confirming that the Services have indeed been rendered. Accordingly, payments should be made in one or more installments upon satisfactory completion of outputs as per the TOR, pursuant to a schedule of payments negotiated by the User Department. No advance payment on the Consultant’s fees may be made without a duly executed and valid first demand bank guarantee from the Consultant, acceptable to the Bank.]*

**(b) Travel Expenses**

**(i) Per Diem Allowance**

Subsistence allowance shall be reimbursed upon presentation of an invoice with the relevant charges, for each applicable day.

**(ii) Airfare and (iii) Incidental Expenses**

Reimbursement of airfares and reimbursable incidental expenses shall made to the Consultant upon the presentation to the Bank of appropriate receipts or other evidence of expenses incurred by the Consultant in carrying out the Services hereto.

1. In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage, is improper. [↑](#footnote-ref-2)
2. <https://edu-au.org/strategies/cesa> [↑](#footnote-ref-3)
3. https://au.int/en/documents/20181022/continental-strategy-technical-and-vocational-educational-and-training-tvet [↑](#footnote-ref-4)
4. See www.enterprisesurveys.org [↑](#footnote-ref-5)
5. African Economic Outlook 2020 [↑](#footnote-ref-6)
6. Board information note, Education and Training Sector in Africa: challenges and opportunities for the Bank’s under the High Fives priorities (June 2017) [↑](#footnote-ref-7)
7. Human Capital Strategy for Africa (2014-2018) [↑](#footnote-ref-8)
8. See Appendix 1 [↑](#footnote-ref-9)
9. The UA amount for the daily subsistence allowance (per diem) is converted into the currency selected by the consultant. The applicable exchange rate is the rate determined by the Bank at the time of approval of payment on the basis of a daily market rate. [↑](#footnote-ref-10)