

## REQUEST FOR PROPOSALS (RFP)

FOR THE ORGANISATION OF A SHORT COURSE ON ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION FOR JUDGES OF THE AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS

RFP No: AFCHPR/PTS/2018/35

**Project Title:** 

SHORT COURSE ON ARBITRATION AND

ALTERNATIVE DISPUTE RESOLUTION FOR JUDGES OF THE AFRICAN COURT ON

**HUMAN AND PEOPLES' RIGHTS** 

Duration:

5 days

Location:

Arusha, Tanzania

Starting date of advertisement

of requests for

Proposals:

1 March, 2018

Deadline for submission

Of proposals:

30 March, 2018 at 5.00 PM

Submit a financial and technical proposal

For more information:

Please contact:

The Procurement Unit

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The African Court on Human and Peoples' Rights
P.O. Box 6274
Arusha
TANZANIA
E-MAIL: procurement@african-court.org

Tel: +25527 2970430//2/3/41

### 1. Background of the African Court on Human and Peoples' Rights

The African Court on Human and Peoples' Rights (the Court) was established by virtue of Article 1 of the Protocol to the African Charter on Human and Peoples' Rights on the Establishment of the African Court on Human and Peoples' Rights (Protocol), adopted on 9 June, 1998 in Ouagadougou, Burkina Faso. The Protocol came into force on 25 January 2004 paving the way for the operationalization of the Court.

It is the first continental judicial body charged with ensuring that the provisions of the African Charter on Human and People's Rights, adopted on 27 June, 1981, are respected and observed. The mandate of the Court is to complement the protective mandate of the African Commission on Human and Peoples' Rights (the Commission). The Court has its seat in Arusha, in the United Republic of Tanzania.

### 2. Purpose of the Consultancy

Within the framework of discharging its mandate and ensuring the proper administration of justice, the African Court intends to deliver a short course on Alternative Dispute Resolution (ADR)/Arbitration to Judges of the Court. The course is aimed at enhancing



<sup>&</sup>lt;sup>1</sup>The Court shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of the Court to extend the submission date of the Proposals, unless the Court deems that such an extension is justified and necessary.



the knowledge of the Judges on arbitration and ADR and enable them explore alternative means to deal with the human rights and related disputes submitted before it.

In this regard, the Court is seeking qualified firms and/or individuals that can provide this course. The proposals in response to this Request for Proposal (RFP) must adhere to all the requirements of this RFP.

### 3. Contents of Proposal

Proposers are required to complete, sign and submit the following documents:

- i. Proposal Submission Cover Letter Form (see RFP Section 4.);
- ii. Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- iii. Technical Proposal (see prescribed form in RFP Section 6);
- iv. Financial Proposal (see prescribed form in RFP Section 7);
- v. Any attachments and/or appendices to the proposal.

### 4. Clarification of Proposal

Proposers may request clarifications at least 10 days before the deadline for submission of proposals. Any request for clarification must be sent in writing via courier or through electronic means to the address indicated below.

The Procurement Unit
The African Court on Human and Peoples'
Rights

P.O. Box 6274, Arusha, Tanzania

Phase II Mwalimu Julius Nyerere Conservation Centre, Dodoma Road

Arusha, Tanzania

E-MAIL: procurement@african-court.org

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Tel: +255732979509 Fax: +255732979503

- ii. The Court will respond in writing and transmit its response by electronic means and will copy the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers. No changes, substitutions or other alterations to the provisions stipulated in this RFP may be made or assumed unless they are instructed or approved in writing in the form of Supplemental Information to the RFP.
- iii. The Court shall endeavor to provide responses to clarifications sought in an expeditious manner, but any delay in such response shall not create an obligation on the part of the Court to extend the submission date of the proposals, unless the Court deems that such an extension is justified and necessary.

### 5. Amendment of Proposals

At any time prior to the deadline of Proposal submission, the Court may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP.

In order to afford prospective Proposers reasonable time to consider the amendments in preparing their proposals, the Court may, at its discretion, extend the deadline for submission of proposals, if the nature of the amendment to the RFP justifies such an extension.

#### 6. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal was selected or not. The Court shall in





no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 7. Language

The proposal, as well as any and all related correspondence exchanged by the Proposer and the Court, shall be written in either English or French. Any printed literature furnished by the Proposer written in a language other than English or French must be accompanied by a translation in English or French. For purposes of consideration of the proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into either English or French, as applicable, shall govern. Upon conclusion of a contract, the tanguage of the contract shall govern the relationship between the consultant and the Court.

### 8. Objectives of the Course

The main objective of the course is to equip the members of the Court with skills and knowledge on the use of ADR and or arbitration to deal with disputes filed before it.

The following are the specific Course Objectives:

- Offer exposition on the full spectrum of dispute resolution methods and the place of Arbitration in that spectrum.
- ii. Explore the tenets, types and advantage/ disadvantage of arbitration.
- iii. Provide knowledge of the various laws, practices and procedures for Arbitration of disputes i.e. statutes, cases and applications to determine disputes.
- iv. Disseminate knowledge on commencement of the arbitral process.
- v. Provide ability to distinguish between Jurisdiction and Powers, their purpose, extent & limitations, sources and their place within the rules of natural justice.

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- vi. Provide roadmap on administrative and legal requirements in managing stages of the arbitral process.
- vii. Provide ability to organize and present information, ideas, descriptions and arguments clearly and logically, using simple terminology
- viii. Develop logical and analytical approaches to analysing evidence for decision making
  - ix. Outline the role of the court in arbitration. Court Intervention before, pending and after arbitral proceedings

#### 9. Duration

The course will be for a period of five (5) days, running from 9 to 13 April, 2018. The training will be undertaken at the seat of the Court, in Arusha, Tanzania for 13 participants (10 Judges, 1 Registrar, 1 Deputy Registrar and 1 Head of Legal Division of the Court).

### 10. Consultants' Profile/Qualifications

The consultants should possess the following qualifications:

- a) At least a Master's Degree in Public International Law or Human Rights Law
- b) Technical references for similar work carried out on behalf of organizations of professionals, working in the field of justice and /or human rights

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- c) Demonstrable knowledge of the functions, dynamics and complexities of international, continental or regional organisations.
- d) Experience in institutional and organizational analysis related to capacity building
- e) Extensive knowledge of the African human rights system, particularly African human rights jurisprudence and the use of alternative dispute resolution will be preferable
- f) Very good command of either English or French in oral or written mode.

### 11. Reporting Line

The consultants will report to the Registrar of the Court.

### 12. Confidentiality

The consultant will not reveal or publish any information that comes to his or her knowledge in the course of this consultancy to any unauthorized person without the prior written consent of the AFCHPR.

### 13. Copyright

The copyright of all instruments, data and reports produced as part of the exercise undertaken under this consultancy shall vest in the Court.

#### 14. Notes



- The Court shall avail all relevant documents within its possession and reach and that are not subject to confidentiality, for analysis by the consultant.
- The Court shall organize the logistics for the training.
- The consultant shall deliver all materials in hard and soft copies in MS Office formats (Word, Excel and Power Point as applicable).
- The Court will be responsible for the logistical arrangements for the training.

### 15. Proposal Submission Form

The Proposer shall submit the proposal using the forms provided in Sections 4 to 7 of this RFP.

#### 16. Currencies

All prices shall be quoted in United States Dollars (USD).

### Section 2 - Terms of Reference (TORs) for the Consultancy

This section sets out the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the Proposer, expected results and deliverables and other data perfinent to the performance of the range of duties and services expected of the successful Proposer.

#### 17. NATURE OF THE COURSE & ATTENDANCE REQUIREMENTS

### Customised

The course should be customised to the mandate of the Court, and in particular, to enhance the ability of the Judges to directly or indirectly, effectively deal with and arbitrate upon human rights and related disputes.

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The Course should combine the key elements of the curriculum for the regular Institutes.

#### **Course Materials**

The Course provider will provide all essential materials for the Course for photocopying at least two weeks to the scheduled course dates. Any additional material will be issued at the course.

### 18. Scope of Work

The consultants will undertake the following tasks:

- i. Prepare the Consultancy Inception Report
- ii. Draft the Programme for the Training in collaboration with the Registry of the Court (taking into consideration the jurisprudence of the Court)
- iii. Prepare necessary working documents, training materials and presentations
- iv. Provide the training for the Judges
- v. Prepare the report at the end of the training
- vi. Prepare the Consultancy final report

### 19. Key Outputs/Deliverables

- i. Inception Report for the Consultancy
- ii. Programme for the Training
- iii. Working Documents, training materials and presentations
- iv. Training Report
- v. Final Consultancy report

#### 14. Qualifications

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The ideal consultant would be an institution/firm with the following profile (institution/firm includes a company, a joint venture, a partnership or a non-governmental organization/not-for profit organization):

- i. Have at least three staff with post-graduate qualifications in International or Human Rights Law or Law and Business Administration, or a Law Degree with qualifications in Finance and Accounting.
- ii. Demonstrable knowledge of the functions, dynamics and complexities of international organisations or international judicial institutions.
- iii. Proven experience in analysing, designing and preparing, through participatory approaches, the financial and operational systems of international organisations' or international judicial institutions' or international Non-Governmental Organisations.
- iv. Proven experience working with African continental or regional organisations will be desirable.
- v. Knowledge of multi-stakeholder engagement processes.

### Section 3 - Submission of Technical and Financial Proposals

#### 18. The Technical Proposal

The Proposer shall structure the Technical Proposal as follows:

 Expertise of Institution/Firm – this section should provide details regarding the management structure of the institution, institutional capability/resources and experience of the institution, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to

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the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP.

- ii. Proposed Methodology, Approach and Implementation Plan this section should demonstrate the Proposer's response to the TORs by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted (if any); and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract.
- iii. Management Structure and Key Personnel This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. The CVs should establish competence and demonstrate qualifications, of at least the Task Manager/Team Leader, the Senior Expert and the Junior Expert, in areas relevant to the Terms of Reference.

In complying with this section, the Proposer assures and confirms to the Court that the personnel being nominated are available for the consultancy on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, the Court reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project through no fault of the Proposer shall be made only with the Court's acceptance of the justification for substitution, and the Court's approval of the qualification of the replacement who shall be either of equal or superior credentials to the one being replaced.

19. Financial Proposals



The Financial Proposal shall be prepared using the attached standard form (Section 4). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correlation. Any output and activities 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, as well as in the final total price.

### 20. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Proposer Information Forms provided under Section 4. In order to award the consultancy and contract to a Proposer, its qualifications must be documented to the Court's satisfaction.

### 21. Joint Venture, Consortium or Association

if the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, they shall confirm in their proposal that: (a) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the proposal; and (b) if they are awarded the consultancy, the contract shall be entered into, by and between Court and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.





- ii. After the proposal has been submitted to Court, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of Court. Furthermore, neither the lead entity nor the member entities of the joint venture can:
  - a) Submit another proposal, either in its own capacity; or
  - b) As a lead entity or a member entity for another joint venture submit another proposal.
- iii. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to eligibility and qualification assessment by the Court.
- iv. Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:
  - a) Undertakings that were carried out within the joint venture; and
  - b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the tasks defined in the RFP
- v. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
- vi. If a joint venture's proposal is determined by the Court to be the most responsive and offers the best value for money, the Court shall award the consultancy to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.





### 22. Validity Period

Proposals shall remain valid for thirty calendar days commencing on the submission deadline date. A proposal valid for a shorter period shall be immediately rejected by the Court and rendered non-responsive. In exceptional circumstances, prior to the expiration of the proposal validity period, the Court may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing, and shall be considered integral to the proposal.





### Section 4: Proposal Submission Form<sup>2</sup>

[Insert: Location]

[Insert: Date

To: The Secretary

Internal Procurement Committee

African Court on Human and Peoples' Rights

P.O. Box 6274

Arusha, Tanzania

Phase II - Mwalimu Julius Nyerere Conservation Centre

Dodoma Road

Arusha, Tanzania

E-MAIL: procurement@african-court.org

Tel: +255732979509 Fax: +255732979503

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for the Consultancy on the provision of a short course to Members of the African Court on Human and Peoples' Rights in accordance with your Request for Proposal dated 1 March, 2018

<sup>&</sup>lt;sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- c) We do not employ, nor anticipate employing, any person who is or was recently employed by the Court.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP.

We agree to abide by this Proposal for [insert: period of validity].

We undertake, if our proposal is accepted, to initiate the services not later than the date directed by the Court.

We fully understand and recognize that the Court is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that the Court will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,





Yours sincerely.	
Authorized Signature [In full and initials]:	
Name and Title of Signatory:	
Name of Institution:	
Contact Details :	
[Please mark this letter with your corporate seal, if availa	<u>able]</u>



### Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form<sup>3</sup>

Date: [ir	nsert date	(as day,	month and	year	] of Proposal	Submission)
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RFP No.: [insert number]

Page	of	pages
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- 1. Proposer's Legal Name [insert Proposer's legal name]
- 2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]
- 3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]
- 4. Year of Registration: [insert Proposer's year of registration]
- 5. Countries of Operation 6. No. of staff in each Country 7. Years of Operation in each Country



<sup>&</sup>lt;sup>3</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



8. Legal Address/is in Country/is of Registration/Operation; [insert Proposer's legal address in country of registration]
9. Value and Description of Top three (3) Biggest Contracts for the past five (5) years
10. Latest Credit Rating (if any)
<ol> <li>Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.</li> </ol>
12. Proposer's Authorized Representative Information
Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's address]
Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]
Email Address: [insert Authorized Representative's email address]
13. Attached are copies of original documents of:
☐ If Joint Venture/Consortium — copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
In case of Government corporation or Government-owned/controlled /funded entity, documents establishing legal and financial autonomy.



Joint Venture Partner Information Form (if Registered)4

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page \_\_\_\_\_ of \_ \_\_\_ pages

- 1. Proposer's Legal Name: [insert Proposer's legal name].
- 2. JV's Party Legal Name: [insert JV's Party legal name]
- 3. JV's Party Country of Registration: [insert JV's Party country of registration]



<sup>&</sup>lt;sup>4</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



4. Year of Registration: [in.	sert Party's year of registratio	n]			
5. Countries of Operation 6. No. of staff in each Country 7. Years of Operation in each Country					
8. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]					
Value and Description of	Top three (3) Biggest Contra	act for the past five (5) years			
10. Latest Credit Rating (if	any)				
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.					
13. JV's Party Authorized Representative Information					
Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]					
14. Attached are copies of original documents of: [check the box(es) of the attached original documents]					
☐ Articles of Incorporation or Registration of institution/firm named in 2.					
	<ul> <li>□ Articles of Incorporation or Registration of institution/firm named in 2.</li> <li>□ In case of government owned entity or government-controlled/funded entity, documents establishing legal and financial autonomy</li> </ul>				



Section 6:	Technical Proposal Form		
TECHNICAL PROPOSAL FORMAT			
INSERT TITLE	E OF THE CONSULTANCY		
Note: Technical Proposals not sub	bmitted in this format may be rejected. The		
financial proposal should be inclu	•		
Name of Proposing Institution/			
Firm:			
Country of Registration:			
Name of Contact Person for this			
Proposal:			
Address:			
Phone / Fax:	<del>                                     </del>		

Email:



### PART 1: EXPERTISE OF INSTITUTION/FIRM

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this consultancy.

- 1.1 Brief Description of Proposer as an Entity: Provide a brief description of the institution/ firm submitting the proposal, its legal mandates/authorized activities, the year and country of incorporation/registration, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the institution / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.
- 1.2. Financial Capacity: Provide the latest Audited Financial Statements (Income Statement and Balance Sheet) duly certified by a Chartered Accountant, and with authentication of discharge of relevant taxes by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.
- 1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this consultancy.

Name	Client	Contract	Period	Types of	Status or	References
of		Value	of	activities	Date	Contact
project			activity	undertaken	Completed	Details
						(Name,





Phone, Email)				

#### PART 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the Terms of Reference by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

- 2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the institution/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
- 2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.



- 2.3 Implementation Timelines: The Proposer shall submit a Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.4. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.
- 2.5. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the Court and supporting partners, including a reporting schedule.
- 2.6. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.
- <u>2.7 Sstatement of Full Disclosure</u>: This is intended to disclose any potential conflict, if any.
- <u>2.8 Other:</u> Any other comments or information regarding the project approach and methodology that will be adopted.





### PART 3: PERSONNEL

- <u>3.1 Management Structure</u>: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.
- 3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the Court. If substitution is unavoidable it will be with a person who; in the opinion of the Court project manager, is at least as experienced as the person being replaced, and subject to the approval of the Court. No increase in costs will be considered as a result of any substitution.)
- 3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (at least for the Team Leader, Senior Expert, and Junior Expert) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Terms of Reference. Please use the format below:

Name:	
Position for this Consultancy:	E.g. Team Leader, Senior Expert etc.
Nationality:	
Contact information:	_
Countries of Work Experience:	

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Language Skills:		
Educational and other Qualifications:		
Summary of Experience projects.	ce: Highlight experience in the	region and on similar
Relevant Experience (	From most recent):	
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
e.g. June 2017- September 2017		
Etc.		
Etc.		
References no.1 (minimum of 3):	Name  Designation  Organization  Contact Information – Addres	s; Phone; Email; etc.
Reference no.2	Name  Designation  Organization  Contact Information – Addres	s; Phone; Email; etc.



Reference no.3	Name				
	Designation				
	Organization				
	Contact Information – Address; Pho	ne; Email; etc.			
Declaration:					
Landing on Intention to					
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful					
misstatement described above may lead to my disqualification, before or during my engagement.					
0.1323					
Signature of the Nominate	ed Team Leader/Expert	Date Signed			



### Section 7: Financial Proposal Form<sup>5</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables

SN	Deliverables [list them as referred to in the Terms of Reference]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3			

<sup>&</sup>lt;sup>5</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.





Total	100%	⊍SD .,
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### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. The Court shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1	-			
b. Expertise 2				_
Services from     Overseas	-			



a. Expertise 1		
b. Expertise 2		
II. Out of Pocket		
Expenses		
Travel Costs		
2. Daily Allowance		
3.		
Communications		
4. Reproduction		
<ol><li>Equipment</li></ol>		
Lease		
6. Others		
III. Other Related Costs		



Yours Sincerely,

Dr Robett Eno.

Registrar,

African Court on Human and Peoples' Rights.