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#### African Union

**REQUEST FOR PROPOSALS**

**AFRICAN UNION COMMISSION**

**CONSULTANCY SERVICES FOR IMPLEMENTATION OF AFRICAN UNION BUSINESS CONTINUITY PLAN-FULL ALIGNMENT WITH ISO 270001 GUIDELINES**

**Procurement No: AUC/MIS/C/005**

**Issued : 13th August 2019**

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| AFRICAN UNION | logo | UNION AFRICAINE |
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**LETTER OF INVITATION**

The African Union, established as a unique Pan African continental body, is charged with spearheading Africa’s rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a New Partnership worldwide. Its Headquarters is located in Addis Ababa, Ethiopia.

The African Union Commission has received funds towards the cost of strengthening and developing its Capacity and intends to apply a portion of this funding to eligible payments under this Contract, reference number: AUC/MIS/C/005.

The African Union now invites proposals to provide the following consulting services (hereinafter called “Services”): **Consultancy Services for Implementation of AU Business Continuity Plan-Full alignment with ISO 270001 Guidelines**

More details on the Services are provided in the Terms of Reference (Section 6 of the bid document).

Bidders are required to provide, but not limited to the following:

* **Registration documents/Valid trading license (mandatory)**
* **Submission of a technical and financial proposal in the format provided in the bid document. (Technical and financial offers must be in two separate sealed envelopes)**
* **Where bidders are bidding as a joint venture, a joint venture agreement or Memorandum of understanding is required. It should be clearly indicated who the lead bidder is.**
* **Bid validity 90 days from date of bid closing.**

The deadline for submission of proposals is 13th September 2019 at 1500hrs local time. Technical proposals shall be opened on Friday 13th September 2019 at 1500hrs in the presence of bidders or bidders’ Representatives who choose to attend, at the African Union Premises, Building C, 3rd Floor, Department of Administration and Human Resource Meeting Room.

##### **This is a TWO ENVELOPE BIDDING PROCESS. The technical and financial proposals should be in two separate envelopes which must be sealed. Envelopes MUST be clearly marked with the Title and procurement number. Late bids will be rejected and returned unopened to bidders. Email submissions are not allowed.**

A firm will be selected under **Quality and Cost based Selection (QCBS)** and procedures described in this RFP.

The RFP includes the following documents:

 Section 1 - Letter of Invitation

 Section 2 - Information to Consultants

 Section 3 – Data Sheet

 Section 4 - Technical Proposal - Standard Forms

 Section 5- Financial Proposal – Standard Forms

 Section 6- Terms of Reference, Deliverables and Time Frame

The bid is open to all eligible firms from AU/UN affiliated countries.

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| 1. Introduction | 1.1 The Client named in the Data Sheet will select a firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.1.2 The consultants are invited to submit a Technical Proposal and a financial proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of bidder under each phase must be to the Client's satisfaction before work begins on the next phase.1.4 The consultants must familiarise themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending any specified pre-proposal conference is optional. The consultants’ representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining requirements needed to carry out the services, and make available relevant project data and reports.1.6 Note that: (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.1.7 African Union policy requires consultants to provide professional, objective, and impartial advice, and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Client. 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:1. Conflict between contracting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm’s contracting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).
2. Conflict among contracting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.
3. Relationship with AUC staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of AUC staff (or of the Client staff, or of a beneficiary of the assignment) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract.
	* 1. As indicated in paragraph 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
		2. In the event of 1.7.2. and in order to ensure fairness and transparency in the selection process, it is required that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, all information that would in that respect give a consultant a competitive advantage shall be made available to all the short-listed consultants together with the request for proposals.

1.8 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/ Contractors/ observe the highest standard of ethics during the procurement and execution of such contracts.[[1]](#footnote-1) In pursuance of this policy the AU:(a) defines, for the purposes of this provision, the terms set forth below as follows:(i) “corrupt practice”[[2]](#footnote-2) is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 1. “fraudulent practice”[[3]](#footnote-3) is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
2. “collusive practice”[[4]](#footnote-4) is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
3. “coercive practice”[[5]](#footnote-5) 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;
4. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any 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;

(b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.1.9 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the AUC in accordance with the above sub-paragraph 1.8.1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet. |
| 2. Clarification and Amendment of RFP Documents | 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals. |
| 3. Preparation of Proposal | 3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet. |
| **Technical Proposal** | 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to consultants who are Nationals of African Union Member States.(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Country specified for Performance of the Services.(v) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. 3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 4:(i) A brief description of the firm’s organisation and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the firm’s involvement.(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C).(iii) A description of the methodology and work plan for performing the assignment (Section 4D).(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.(vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar-chart diagrams showing the time proposed for each professional staff team member (Sections 4E and 4G).(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.(viii) Any additional information requested in the Data Sheet.3.5 The Technical Proposal shall not include any financial information. |
| **Financial Proposal** | 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 5. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax). 3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet. 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.  |
| 4. Submission, Receipt, and Opening of Proposals | 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person signing the proposal.4.2 An authorised representative of the firm initials all pages of the proposal. The representative’s authorisation is confirmed by a written power of attorney accompanying the proposal.4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal if required (see paragraph 1.2 in a sealed envelope clearly marked “Financial Proposal” and warning: “Do Not Open with the Technical Proposal.” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “Do Not Open, Except in Presence of the Tender Opening Committee.”4.5 The completed Technical and Financial Proposals if required (see paragraph 1.2) must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Bid Opening Committee. The Financial Proposal shall remain sealed and retained securely until all submitted proposals are opened publicly.* 1. The Firm may withdraw its Proposal after the Proposal’s submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Proposals. The Firms’ withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the firm on the Proposal Submission Form.
 |
| 5. Proposal Evaluation |  |
| **General** | 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed. |
| **Evaluation of Technical Proposals** | 5.3 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.5.4 In the case of Quality-Based Selection, Selection Based on consultant’s Qualifications, and Single-Source Selection, the highest ranked firm, or the firm selected on a single-source basis, is invited to negotiate a contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet. |
| **Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**  | 5.5 After the evaluation of technical quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference,. The notification may be sent by registered letter, facsimile, or electronic mail.5.6 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded as the Financial Proposals are opened. The Client shall prepare minutes of the public opening. 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have cost all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 3.7. 5.8 In case of QCBS*,* the lowest priced Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. T + P = 1); The firm achieving the highest combined technical and financial score using the formula below would be invited for negotiations 5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the indicated budget price. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest evaluated cost proposal among those that passed the minimum technical score. The selected firm will be invited for negotiations. |
| 6. Negotiations | 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm’s tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS, Fixed-Budget Selection, or the Least-Cost Selection methods. For other methods of selection, an Appendix will be provided for the firm to explain the required information on remuneration rates. 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (paragraph 5.3).7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract. |

# Section 3 - Data Sheet

# Section 3 - Data Sheet

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| **ITC Clause Reference** |  |
| ITC Clause 1.1 | The name of the Client is: African Union Commission The method of selection is: Quality and Cost Based Selection Method (QCBS) |
| ITC Clause 1.2 | Technical and Financial Proposals are requested. The name, and Procurement Number of the assignment are: **Consultancy Services for Implementation of AU Business Continuity Plan-Full Alignment with COBIT and ISO 270001 Guidelines****Procurement No. AUC/MIS/C/005.** |
| ITC Clause 1.5 | The Client will provide the following inputs:1. The IT infrastructure topology and the visits of AUC Premises (including datacentre);
2. The high level design and low level design of the network;
3. The previous audit reports;
4. The ICT policy developed and updated;
5. Interview with IT stakeholders and counterparts within the organization;
6. Any other information or request for documents to achieve the deliverables
7. Any other facility to assist the selected consultants firm.

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| ITC Clause 1.11 | The clauses on fraud and corruption in the Contract are: clause 2.6.1 of the contract  |
| ITC Clause 2.1 | Clarifications may be requested up to 7 days before the submission date.The address for requesting clarifications is: email: tender@africa-union.orgOr call +251115517700 Ext 4321/4525 |
| ITC Clause 3.1 | Proposals should be submitted in the English language.  |
| ITC Clause 3.3(ii) | The estimated number of working days required for the assignment is: 80 working days |
| ITC Clause 3.3(iv) | The minimum required experience of proposed professional staff is:Refer to TOR  |
| ITC Clause 3.3(vi) | Reports that are required under the assignment shall be submitted in the English language. |
| ITC Clause 3.4(viii) | Additional information required in the Technical Proposal is: None. |
| ITC Clause 3.10 | Proposals must remain valid for 90 days after the submission date. |
| ITC Clause 4.3 | Consultants must submit ONE (1) original and TWO (2) copies of each proposal. Only hard copies will be accepted. |
| ITC Clause 4.4 | The address for submission of proposals is: **The Head, Procurement, Travel and Stores Division****African Union Commission,****P. O. Box 3243, Addis Ababa, Ethiopia****3rd Floor, Building C,****Telephone+251 (0)11-551 7700**  |
| ITC Clause 4.5 | Proposals must be submitted no later than 1500 hours (local time) on **13th September 2019**.  |
| ITC Clause 5.1 | The address for communications to the Client is: Email: tender@africa-union.org or call +**251 (0)11-551 7700 (Ext 4321)** |
| ITC Clause 5.3 | The number of points to be given under each of the technical evaluation criteria are: 1. General experience of the consultants related to the assignment 10

(core business in Cyber Security and ISO 27001 lead implementer)1. Specific Experience of the Firm (Minimum 3 Similar past projects 20

done by the Firm) for Organisations of similar nature. 1. Adequacy of the proposed work plan, technical approach and Methodology

in responding to the Terms of Reference 25(iv) Qualifications and competence of the key staff for the Assignment 45* Advanced university degree of the proposed experts in Information

Technology, related to the work being performed (Master in IT Science or equivalent)* Experience: previous experiences in development of ICT policy in the area of IT governance and cyber security Certifications in the following areas (CEH, CND, CISSP, CISA, ECSA, COBIT,ITIL, ISO 27001 family or any other related)

  Total Points: 100The number of points to be given under each evaluation sub-criteria for qualifications of staff under (iv) above are: Points |
|  | (i) General qualifications 30(ii) Adequacy of experience for the assignment 70 100The minimum technical score required to pass is 70 points. |
| ITC Clause 5.7 | The single currency for price conversions is: USDThe source of official selling rates is: UN Exchange rate.The date of exchange rates is: Bid closing date |
| ITC Clause 5.8 | The formula for determining the financial scores is: *Sf = 100 x Fm/F*Where Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.The weights given to the technical and Financial Proposals are:Technical =\_\_\_\_\_\_\_\_\_ 70% andFinancial =\_\_\_\_\_\_\_\_\_ 30%  |
| ITC Clause 6.1 | Negotiations will be held at: the AUC Headquarters in addis Ababa  |
| ITC Clause 7.2 | The assignment is expected to commence in October 2019 |

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# Section 4. Technical Proposal - Standard Forms

4A. Technical Proposal Submission Form.

4B. Consultant’s Organization and Experience

4C. Comments and suggestions of Consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.

4D. Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

4E. Team Composition and Task Assignments.

4F. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

4G. Time Schedule for Professional Personnel.

4H. Activity (work) schedule.

4**A. TECHNICAL PROPOSAL SUBMISSION FORM**

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

 We, the undersigned, offer to provide the services for {*Title of services to provide and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We declare that we have no conflict of interest as defined by Section 1.7 of the Information to Consultants in relationship to performance of this assignment.

 If negotiations are held during the period of validity of the Proposal, i.e., before {*Date*} we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

 We understand you are not bound to accept any Proposal you receive.

 We remain,

Yours sincerely,

Authorised Signature:

Name and Title of Signatory:

Name of Firm:

Address:

4**B. Firm’s References**

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

**That Best Illustrate Qualifications**

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

|  |  |
| --- | --- |
| Assignment Name: | Country: |
| Location within Country: | Professional Staff Provided by Your Firm/Entity(profiles): |
| Name of Client: | No. of Staff: |
| Address: | No. of Staff-Months; Duration of Assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Current US$): |
| Name of Associated Consultants, If Any: | No. of Months of Professional Staff Provided by associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: |
| Narrative Description of Project: |
| Description of Actual Services Provided by Your Staff: |

Firm’s Name:

**4C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client**

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

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

**4D. Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

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 Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

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

**4E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

|  |  |  |
| --- | --- | --- |
| **1. Key Experts** |  |  |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| **2. Non-Key Experts, if any** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

|  |  |
| --- | --- |
| **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}

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

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

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

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

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

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

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

**Adequacy for the Assignment:**

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

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

Certification:

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

 {day/month/year}

Name of Expert Signature Date

 {day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

**4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Weeks (in the Form of a Bar Chart) |
| Name | Position | Reports Due/Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Number of Weeks |
|  |  |  |  |  |  |  |  |  |  |  | Subtotal (1) |
|  |  |  |  |  |  |  |  |  |  | Subtotal (2) |
|  |  |  |  |  |  |  |  |  |  | Subtotal (3) |
|  |  |  |  |  |  |  |  |  |  | Subtotal (4) |
|  |  |  |  |  |  |  |  |  |  |  |

Full-time: {key} Part-time: {key}

Reports Due: {key}

Activities Duration: {key}

Signature:

{Authorised representative}

Full Name:

Title:

Address**:**

|  |
| --- |
| **A. Field Investigation and Study Items** |
|  | ***[1st, 2nd, etc. are weeks from the start of assignment.]*** |
|  | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| Activity (Work) |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
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**4H. ACTIVITY (WORK) SCHEDULE**

|  |
| --- |
| **B. Completion and Submission of Reports** |
| Reports | Date |
| 1. Inception Report |  |
| 2. Interim Report  |  |
| 3. Draft Final Report |  |
| 4. Final Report |  |

# SECTION 5 - FINANCIAL PROPOSAL - STANDARD FORMS

5A. Financial Proposal Submission Form.

5B. Summary of Costs.

5C. Breakdown of Price per Activity.

5D. Breakdown of Reimbursable Expenses

**5A. FINANCIAL PROPOSAL SUBMISSION FORM**

{*Date*}

To: {*Name and address of Client*]

Sir / Madam:

 We, the undersigned, offer to provide the consulting services for {*Title of consulting services and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of {*Amount in words and figures*}. This amount is exclusive of the local taxes which shall be identified during negotiations and shall be added to the above amount.

 Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., {*Date*}.

 Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

|  |  |  |
| --- | --- | --- |
| Name and Address of Agents | Amount and Currency | Purpose of Commissionor Gratuity |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |

We understand you are not bound to accept any Proposal you receive.

 Yours sincerely,

Authorised Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**5B. SUMMARY OF COSTS**

|  |  |  |
| --- | --- | --- |
| Cost Elements | Currency(ies)[[6]](#footnote-6) | Amount(s) |
| Total Amount of Financial Proposal |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**5C. Breakdown of Price per Activity**

Activity No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Price Component | Currency(ies) | Amount(s) |
| RemunerationReimbursablesMiscellaneous Expenses Subtotal |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**30**

**5D. BREAKDOWN of Reimbursable Expenses**

**5E. Reimbursables per Activity**

Activity No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Activity:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item No. | Description | Unit | Quantity | Currency | Unit Price  | Total Amount  |
| 1.2.3.4. | International flights Miscellaneous travel expensesSubsistence allowanceLocal transportation costs[[7]](#footnote-7) | TripTripDay |  |  |  |  |
|  | Grand Total |  |  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

#  Section 6 - Terms of Reference

**CONSULTANCY SERVICES FOR IMPLEMENTATION OF AU BUSINESS CONTINUITY PLAN-FULL ALIGNMENT WITH ISO 270001 GUIDELINES**

# Background

The African Union, established as a unique Pan African continental body, is charged with spearheading Africa’s rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a new partnership worldwide. The Institution has the ambition to further enhance its effectiveness and efficiency to constantly adjust its operations to the evolving needs of the African citizens and drive the Continent’s integration and the institutional transformation process, a prerequisite for organization capacity and systems enhancement, which is required to support it.

In support of the AUC's 2014 strategic plan and Agenda 2063, essential elements for success of the AU Vision, the African Union Commission has received a grant from Partners to strengthen and develop its Capacity and other African Union Organs. In an effort to strengthen capacity of AUC and its organ, the Administrations and Human Resources Management (AHRM) Directorate of AUC is undertaking several capacity development initiatives to modernize its systems that enable it to deliver on its mandates and vision of being "***An integrated and prosperous Africa at Peace with itself"***.

The Management of Information System (MIS) Division is a part of the AHRM Directorate. The mission of this division is to manage the entire information technology system of the Commission and its activities relating to: the IT Infrastructure, the Datacentre, the Network, the remote access to regional offices, the support to users, the IT asset management and the SAP business requirements.

MIS has developed a draft version of a Business continuity plan, to support the activities of the organization in case of an emergency situation. For this purpose, a disaster recovery site has been deployed and the organization is still working to reach an acceptable maturity level. A lot of efforts have been done also to enhance the IT infrastructure by removal of all SPOF (single point of failure), enforcement of the perimeter security and IT governance.

 **OBJECTIVES**

The organization intends to undertake several activities that are required to align the IT governance with the International best practices such as COBIT and ISO 27001. The purpose of this project is oriented towards two (2) main phases;

***-* Phase 1:** Enforcement of ICT policies to enforce the IT governance and alignment with international best practices;

**- Phase 2:** Guide the Organization in creating a Computer Security Incident Response Team (CSIRT) with all Management Rules;

At the end of Phase 1 and 2 there will be a Phase III involving the ISO 27001’s certification of the organization (IT Security audit). That will be undertaken at a later stage.

The ultimate goal is to bring the AU IT department to a **level of maturity** meeting **international standards** by strengthening cyber security, thereby ensuring the **Business continuity plan**.

# PHASE I: CONCEPTION, DEVELOPMENT AND ROLLOUT OF ICT POLICIES

This part of the project will consist of the conception, development and roll out of the following ICT policies and plans:

1. Information security policy;
2. Human resources security policy;
3. Asset management policy;
4. Access control policy;
5. Physical and environmental security policy;
6. Operations security policy;
7. Communication security policy;
8. System acquisition, development and maintenance policy;
9. Supplier relationship policy;
10. Risk management policy;
11. Change management policy;
12. Data classification policy;
13. Information security incident management plan;
14. Information security and business continuity plan;
15. And any other recommended policies related to COBIT and ISO 27001.

# PHASE II: CREATION OF THE COMPUTER SECURITY INCIDENT RESPONSE TEAM (CSIRT)

This part of the project will consist of creation of a Computer Security Incident Response Team (CSIRT). The Commission has its headquarters based in Addis-Ababa (Ethiopia) and twenty six (26) remote offices around the world. The main objective of this activity will be the creation of a CSIRT comprising of IT team at the HQ and the main remote sites. This team should be able to achieve the following tasks:

1. Detect and take quick actions for any threats on the IT infrastructure of AU;
2. Provide a preventive monitoring of the IT infrastructure of the organization;
3. Respond efficiently to any threat on the IT infrastructure according to industry best practises;
4. Exchange on a secure and private platform on IT cyber security new trends;
5. Organize simulation exercises twice a year a high level incident and test response actions;
6. Elaborate full documentation and classification of any cyber security incident ;
7. Train other staff to increase awareness level;
8. Work in collaboration with other CSIRT around the world to be part of higher networks.

**Scope of work for Phase II:**Development, enforcement and/or creation of all the required rules and procedure to manage the CSIRT according to the international best practices.

**DELIVERABLES**

**Key Deliverables for Phase I**

1. Inception report
2. Draft Policies
3. Final Draft Policies
4. Workshop of three (3) days in Addis-Ababa for the validation of draft policies.

**Key Deliverables Phase II**

1. Inception report
2. Draft CSIRT Manual
3. Final Draft Manual
4. Two (2) days’ Workshop in Addis-Ababa for the validation of the Manual.

**Facilities, services and resources to be provided by the Client;**

After signature of a non-disclosure agreement, AUC will provide to the selected Consultancy firm the following documents and facilities;

1. The network diagrams and the visits of AUC Premises (including datacentre);
2. The high level design and low level design of the network;
3. The previous audit reports;
4. The previous ICT policy and Business continuity plan;
5. Any other information or request for documents to help to deliver timely deliverables;
6. Any other facility to assist the Consultancy Firm.

**Timelines**

The projected activities and time lines are as are as follows;

**PHASE I (Estimated total days for Phase 1 is 60 working days)**

|  |
| --- |
| **Timetable for the consultants firm** |
| **Activity** | **Time schedule** |
| **Stage 1:** Kick off meeting with the project team (2 days) | * Approved work plan
* Discussions on the facilities
* Providing all requested documentation
 |
| **Stage 2:** Development of required policies (55 days) | Development, enforcement and/or creation of all the required policies (where applicable using the base documents provided by MIS and/or any other relevant information about IT structure where)  |
| **Stage 3:** Validation workshop with MIS team (3 days) | Workshop of three (3) days in Addis-Ababa  |

**PHASE II**

**Phase II Timelines**

|  |  |
| --- | --- |
| **Activity** | **Time schedule** |
| **Stage 1:** Kick off meeting with the project team (1 day) | * Approved work plan
* Discussions about work facilities
* Providing all requested documentations
 |
| **Stage 2:**Development of a CSIRT Procedures Manual (17 days) | Development, enforcement and/or creation of all the required rules and procedure to manage the CSIRT according to the international best practises |
| **Stage 3:** Validation workshop (2 days) | Workshop of four (4) days in Addis-Ababa for the rollout of all deliverables and effective creation of the CSIRT |

***Estimated total days for Phase II is 20 working days***

## SUPERVISION AND REPORTING

The selected consultancy firm will be directly supervised by the Coordinator of IT infrastructure and Security Unit and will work in collaboration with the Head of MIS Division. The Consultant will report to the Coordinator of IT infrastructure and Security Unit, under the overall authority of the Head of MIS.

The total duration of the assignment for Phase I and Phase II will be three (3) months or sixty (60) working days and 20 Working days (1 month) respectively according to the timelines defined above.

##  TECHNICAL EVALUATION CRITERIA

The Consultancy Firm will be assessed against the following criteria;

|  |  |  |
| --- | --- | --- |
|  |  |  |
| 1 | General Experience of the Firm (core business in Cyber Security and ISO 27001 lead implementer) | 10 |
| 2 | Specific Experience of the Firm (Minimum 3 Similar past projects done by the Firm) for Organisations of similar in nature. | 20 |
| 3 | Adequacy of the proposed work plan, technical approach and Methodology in responding to the Terms of Reference | 25 |
| 4 | Qualifications and competence of the key staff for the Assignment* *Advanced university degree of the proposed experts in Information Technology, related to the work being performed (Master in IT Science or equivalent)*
* *Experience: previous experiences in development of ICT policy in the area of IT governance and cyber security*
* *Certifications in the following areas (CEH, CND, CISSP, CISA, ECSA, COBIT,ITIL, ISO 27001 family or any other related)*
 | 45 |
|  | **Total** | **100** |

#### African Union

FORM OF CONTRACT

**Consultant Services**

Lump-Sum Payment

**[Title of the Assignment]**

**between**

**[Name of the Client]**

and

**[Name of the Consultants]**

Procurement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_

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Appendix B—Reporting Requirements **Error! Bookmark not defined.**

Appendix C—Key Personnel and Subconsultants **Error! Bookmark not defined.**

Appendix D—Breakdown of Contract Price in Foreign Currency **Error! Bookmark not defined.**

Appendix E—Breakdown of Contract Price in Local Currency **Error! Bookmark not defined.**

Appendix F—Services and Facilities Provided by the Client **Error! Bookmark not defined.**

Appendix G—Form of Bank Guarantee for Advance Payments **Error! Bookmark not defined.**

# 1. Form of Contract

**Complex Lump-Sum Payment**

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of consultants]* (hereinafter called the “Consultants”).

[***Note****: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, *[name of consultants]* and *[name of consultants]* (hereinafter called the “Consultants”).]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received funding towards the cost of the Services and intends to apply a portion of this funding to eligible payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The Special Conditions of Contract;

(b) The General Conditions of Contract;

(c) The following Appendices: [***Note****: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix*.]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Client

Appendix G: Form of Bank Guarantee for Advance Payments

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

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of client]*

*[Authorised Representative]*

For and on behalf of *[name of consultants]*

*[Authorised Representative]*

[***Note****: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner*:]

For and on behalf of each of the Members of the Consultants

*[name of member]*

*[Authorised Representative]*

*[name of member]*

*[Authorised Representative]*

# 2. General Conditions of Contract

## 1. General Provisions

|  |  |
| --- | --- |
| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:(a) “Applicable Law” means International Law;(b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;(c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;(d) “Country specified for performance of the Services” means the Country specified in the SCC;(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1;(f) “Foreign Currency” means any currency other than Currency of the Country specified for performance of the Services;(g) “GCC” means these General Conditions of Contract;(h) “Local Currency” means the Currency of the Country specified for performance of the Services;(i) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract;(j) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;(k) “Personnel” means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof. “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Country specified for the performance of the Services. “Local Personnel” means such persons who at the time of being so hired had their domicile within the Country specified for performance of the Services. “Key Personnel” means the Personnel referred to in GCC Clause 4.2(a).(l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;(m) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto; (n) “Sub-Consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of GCC Clauses 3.5 and 4.(o) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-Consultant. |
| 1.2 Law Governing the Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1.3 Language | This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices | Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when to such Party at the address specified in the SCC. |
| 1.5 Location | The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as the Client may approve. |
| 1.6 Authorised Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC. |
| 1.7 Taxes & Duties |  |
| 1.7.1 African Union Exemption from Taxes & Duties | The African Union and its organs are exempted from all direct taxes, and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly, the Consultant authorises the Commission of the African Union (AUC) to deduct from payments any amount representing such taxes or duties charged to the African Union by the Consultant. In the event that any taxing authority refuses to accept the African Union’s exemption from such taxes or duties, the Consultant shall immediately consult with the AUC.  |
| 1.7.2 Consultant Obligations on Taxes &Duties | A Consultant shall be responsible for obtaining exemption for the African Union of all such taxes, duties, license fees, and other impositions incurred within African Union Member States, unless otherwise agreed in writing by the AUC.Consultants, Sub-Consultants, and their Personnel shall pay such other taxes, duties, fees, and other impositions as may be levied by the law of their domicile country.  |

## 2. Commencement, Completion, Modification, and Termination of Contract

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| 2.1 Effectiveness of Contract | This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s Letter of Acceptance instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 2.2 Commencement of Services | The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC. |
| 2.3 Expiration of Contract | Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC. |
| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. |
| 2.5 Force Majeure |  |
| 2.5.1 Definition | (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both: (a) take into account at the time of the conclusion of this Contract; and (b) avoid or overcome in the carrying out of its obligations under this Contract.(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Contract. |
| 2.5.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.5.3 Extension of Time | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| 2.5.4 Payments | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| 2.6 Termination |  |
| 2.6.1 By the Client | The Client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GCC Clause 2.6.1 and sixty (60) days’ in the case of the event referred to in (e):(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;(b) if the Consultants become insolvent or bankrupt;(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; (d) if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract. For the purpose of this clause: “corrupt practice”[[8]](#footnote-8) is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;  “fraudulent practice”[[9]](#footnote-9) is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; “collusive practice”[[10]](#footnote-10) is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; “coercive practice”[[11]](#footnote-11) 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; “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any 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; (e) if the Client, in its sole discretion, decides to terminate this Contract. |
| 2.6.2 By the Consultants | The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this GCC Clause 2.6.2:(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to GCC Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or(b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days. |
| 2.6.3 Payment upon Termination | Upon termination of this Contract pursuant to GCC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:(a) remuneration pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination;(b) except in the case of termination pursuant to paragraphs (a) and (b) of GCC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents. |
| 2.7 Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth within the Contract or written modifications thereto pursuant to GCC Clause 2.4. |

## 3. Obligations of the Consultants

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| General |  |
| 3.1.1 Standard of Performance | The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Consultants or Third Parties.  |
| **3.2 Conflict of Interests** |  |
| 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc. | The remuneration of the Consultants pursuant to GCC Clause 6 shall constitute the Consultants’ sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional remuneration. |
| 3.2.2 Compliance with Procurement Rules | If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with the African Union procurement regulations and at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client. |
| 3.2.3 Consultants and Affiliates Not to be Otherwise Interested in Project | The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| 3.2.4 Prohibition of Conflicting Activities | Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:(a) during the term of this Contract, any business or professional activities in the Country specified for performance of the Services which would conflict with the activities assigned to them under this Contract; or(b) after the termination of this Contract, such other activities as may be specified in the SCC. |
| 3.3 Confidentiality | The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client’s business or operations without the prior written consent of the Client. |
| 3.4 Insurance to be Taken Out by the Consultants | The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, specified in the SCC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 3.5 Consultants’ Actions Requiring Client’s Prior Approval | The Consultants shall obtain the Client’s prior approval in writing before taking any of the following actions:(a) entering into a sub-contract for the performance of any part of the Services,(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-Consultants”), and(c) any other action that may be specified in the SCC. |
| 3.6 Reporting Obligations | The Consultants shall submit to the Client the reports and documents and software specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. |
| 3.7 Documents Prepared by the Consultants to Be the Property of the Client | All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC. |

## 4. Consultants’ Personnel

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| 4.1 Description of Personnel | The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants’ Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. |
| 4.2 Removal and/or Replacement of Personnel | (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. |

## 5. Obligations of the Client

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| 5.1 Assistance and Exemptions | Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the African Union Commission shall:(a) provide the Consultants, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services;(b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Country specified for performance of the Services;(c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;(d) issue to officials, agents and representatives of the African Union Commission all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;(e) exempt the Consultants and the Personnel and any Sub-Consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of the Country specified for performance of the Services;(f) grant to the Consultants, any Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the Country specified for performance of the Services reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents, and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services |
| 5.2 Modification of Contract Sum | If, after the date of this Contract, there is any change with respect to a failure by the Client to gain exemption from taxes and duties which increases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in GCC Clauses 6.1 and 6.2. |
| 5.3 Services and Facilities | The Client shall make available to the Consultants, free of any charge, the Services and Facilities listed under Appendix F. |

## 6. Payments to the Consultants

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| 6.1 Lump-Sum Remuneration | The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-Consultants’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in GCC Clause 5.2, the Contract Price may only be increased above the amounts stated in GCC Clause 6.2 if the Parties have agreed to additional payments in accordance with GCC Clause 2.4. |
| 6.2 Contract Price | (a) The price payable in foreign currency is set forth in the SCC.(b) The price payable in local currency is set forth in the SCC. |
| 6.3 Payment for Additional Services | For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E. |
| 6.4 Terms and Conditions of Payment | Payments will be made to the account of the Consultants and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be an advance payment made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due. |
| 6.5 Interest on Delayed Payments | If the Client has delayed payments beyond ninety (90) days after receipt by the Client, interest shall be paid to the Consultants for each day of delay at the rate stated in the SCC. |

## 7. Settlement of Disputes

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| 7.1 Amicable Settlement | The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 7.2 Dispute Settlement | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC. |

# 3. Special Conditions of Contract

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| **Number of GCC Clause**  | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
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| **GCC Clause** **1.1 (d)** | The Country specified for performance of the Services is: |
| **GCC Clause 1.3** | The language of the contract is English |
| **GCC Clause 1.4** | The addresses for notices are:Client: Attention: e-mail: Facsimile: Consultants: Attention: e-mail: Facsimile:  |
| **GCC Clause 1.6** | The Authorised Representatives are:For the Client: For the Consultants:  |
| **GCC Clause 1.7** | The Client warrants that the Consultants, the Sub-Consultants and the Personnel shall be exempt from any local taxes, duties, fees, levies and other impositions imposed within the Country specified for performance of the Services on the Consultants, the Sub-Consultants and the Personnel in respect of:(a) any payments whatsoever made to the Consultants, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Country specified for performance of the Services), in connection with the carrying out of the Services;(b) any equipment, materials and supplies brought into the Country specified for performance of the Services by the Consultants or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into the country, will be subsequently withdrawn therefrom by them;(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;(d) any property brought into the Country specified for performance of the Services by the Consultants, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Country specified for performance of the Services), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Country specified for performance of the Services, provided that:(1) the Consultants, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures in importing property into the Country specified for performance of the Services; and(2) if the Consultants, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Country specified for performance of the Services upon which customs duties and taxes have been exempted, the Consultants, Sub-Consultants or Personnel, as the case may be, shall bear such customs duties and taxes in conformity with the regulations of the Country specified for the performance of the Services.*[The issue of local taxes and duties must be discussed and agreed during negotiation in respect of whether the Consultants should have to pay levies of this kind, or should be exempted from any such levies.]*  |
| **GCC Clause 2.1** | The effectiveness of the Contract is subject to the following conditions:***[****List any conditions of effectiveness of the Contract. If there are no effectiveness conditions, delete this Clause SCC 2.1 from the SCC.]* |
| **GCC Clause 2.3** | The time period for expiration of the Contract shall be *[length of time]* or such other time period as the parties may agree in writing. |
| **GCC Clause 3.4** | The risks and insurance coverage shall be:1. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Country specified for performance of the Services by the Consultants or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[amount]*;

(b) Third Party liability insurance, with a minimum coverage of *[amount]*;(c) professional liability insurance, with a minimum coverage of *[amount]*;(d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultants and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants’ property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services. |
| **GCC Clause 6.2(a)** | The amount in foreign currency or currencies is *[insert amount]*. |
| **GCC Clause 6.2(b)** | The amount in Local Currency is *[insert amount]*. |
| **GCC Clause 6.4** | The bank accounts are:for foreign currency: *[insert account]*for local currency: *[insert account]*Payments shall be made according to the following schedule:***[****Insert the payment schedule and conditions specifically drafted for this contract.]*Payments shall be made within *[number]* days of receipt of the invoice and the relevant documents specified in Clause 6.4 and within *[number]* days in the case of the final payment. |
| **GCC Clause 6.5** | The annual interest rate is *[percentage]*. |
| **GCC Clause 7.2** | Settlement of Disputes:[*Note: (a) should always be retained for a Contract with a foreign Supplier (b) is an alternative that may be substituted for a Contract with a Consultant who is a National of the Country specified for the performance of the Services:]****[Example Clauses:]******(a) Contract with a foreign Supplier:***Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.***(b) Contracts with Consultant firm that is national of the Country specified for performance of the Services:***In the case of a dispute between the Client and a Consultant who is a national of the Country specified for performance of the Services, any dispute shall be shall be settled in accordance with arbitration procedures as agreed between the parties during contract negotiations. *[The arbitration procedures that will apply should be agreed during contract negotiations, and only applicable clauses should be retained in the SCC.]* In any arbitration proceeding hereunder:(a) unless otherwise agreed by the Parties, proceedings shall be held in *[location]*;(b) the English language shall be the official language for all purposes, with interpretation to other AU working languages when necessary; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding. |

1. *In this context, any action taken by a bidder, supplier, contractor, sub-contractor or consultant to influence the procurement process or contract execution for undue advantage is improper.* [↑](#footnote-ref-1)
2. *“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.* [↑](#footnote-ref-2)
3. *a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.* [↑](#footnote-ref-3)
4. *“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.* [↑](#footnote-ref-4)
5. *a “party” refers to any participant in the procurement process or contract execution.* [↑](#footnote-ref-5)
6. Maximum of three currencies in addition to the Currency of the Country specified for performance of the Services. [↑](#footnote-ref-6)
7. Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client. [↑](#footnote-ref-7)
8. *“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.* [↑](#footnote-ref-8)
9. *a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.* [↑](#footnote-ref-9)
10. *“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.* [↑](#footnote-ref-10)
11. *a “party” refers to any participant in the procurement process or contract execution.* [↑](#footnote-ref-11)