



# **PAN-AFRICAN PARLIAMENT**

## **REQUEST FOR BIDS (RFB)**

### **OPEN TENDERING**

Procurement No: PAP/PROC/07/17

## **ASSESSMENT STUDY: STATUS OF RATIFICATION OF AFRICAN UNION (AU) HUMAN RIGHTS LEGAL INSTRUMENTS AND DEVELOPMENT OF A RATIFICATION “*FAST-TRACK*” IMPLEMENTATION STRATEGY.**

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**Section 1. Letter of Invitation**

The Pan-African Parliament invites bidders for the Provision of consultancy services on the Assessment Study: Status of Ratification of African Union (AU) Human Rights legal instruments and development of a ratification “Fast Track” implementation strategy

The Specific Objective of the study is conduct a very intensive and rigorous research on the identified instruments to:

- a) Determine the status of their ratification;
- b) Determine the status of their domestication;
- c) Determine and analyse what challenges they have faced in their ratification and domestication;
- d) Determine the status of their implementation and the challenges therein;
- e) Determine the mechanisms/actions to be put in place to improve the situation; and
- f) Determine the input for necessary follow-up action by relevant stakeholders.

The Overall Objective is to undertake an assessment of the status of ratification of the AU Human Rights Legal Instruments with a view to expedite the ratification and domestication of the AU Human Rights Legal Instruments. The findings will further provide the basis for the formulation of a comprehensive implementation strategy.

For more details, please refer to the Terms of reference attached in Section 6 of the bid document.

**The FINANCIAL and TECHNICAL offers must be delivered in TWO SEPARATE inner envelopes to the address below and deposit in the Tender Box. The deadline for bid submission shall be Monday 24<sup>th</sup> July 2017 at 4.00 pm local time. Bids shall be opened on Tuesday 25<sup>th</sup> July 2017 at 10.00 am local time in the presence of bidders or their representatives.**

**PLEASE ENSURE THAT YOUR TECHNICAL PROPOSAL DOES NOT INDICATE ANY PRICE ELEMENTS.**

**Envelopes should be** sent clearly marked “PAP/PROC/07/17: ASSESSMENT STUDY: STATUS OF RATIFICATION OF AFRICAN UNION (AU) HUMAN RIGHTS LEGAL INSTRUMENTS AND DEVELOPMENT OF A RATIFICATION “FAST-TRACK” IMPLEMENTATION STRATEGY” and deposited in the Tender Box before **Monday 24<sup>th</sup> July, 2017 at 4:00 pm** local time and Clearly Addressed to:

**The Chairperson,  
Internal Procurement Committee,**

**Pan African Parliament,  
19, Richards Drive,  
MIDRAND, REPUBLIC OF SOUTH AFRICA**

**Bids shall be valid for a period of 90 days. Late bids will be rejected and returned unopened to bidders.**

Interested consultancy firms may obtain further information from Rodin Mvindu, Procurement Expert, Email: [rodin.mayengo@panafricanparliament.org](mailto:rodin.mayengo@panafricanparliament.org).

Yours sincerely,

**Rodin M. Mvindu  
Procurement Expert**

### Bid submission check list for Bidders

Nº	Description	Tick
1	Duly filled Technical Proposal in format under section 4 and guidelines in section 6 on Terms of Reference	
2	Duly filled Financial Proposal in format under section 5 and guidelines in section 6 on Terms of reference	
3	Read and understood the Terms of Reference (section 6) and Bid data under Section 3	
4	Bid validity (90 days)	
5	Attached relevant document	
	Commercial Registration	
	Valid trading licence	
	VAT Registration certificate	
	Financial statement (last three years) ( <b><i>To be enclosed in the technical offer</i></b> )	
	Any other documents deemed fit	
6	Submitted <b>ONE original</b> and <b>THREE copies</b> of each Offer in separate envelopes	

## **Section 2. Information to Bidders**

### **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 bidders are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The bid will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The service shall be implemented in accordance with any phasing indicated in the Data Sheet. When the service includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The bidders must familiarise themselves with local conditions and take them into account in preparing their bid. To obtain firsthand information on the assignment and on the local conditions, bidders are encouraged to visit the Client before submitting a proposal and to attend a pre-bid conference if one is specified in the Data Sheet. Attending any specified pre-bid conference is optional. The bidders' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-bid conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 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 service; and (ii) the Client is not bound to accept any of the bids submitted.
- 1.6 Pan-African Parliament policy requires bidders 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. Bidders 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 The Pan-African Parliament requires that Officers of the AU, as

well as Bidders/ Suppliers/ Contractors/ Consultants, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy the PAP:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> 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;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is 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;

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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.*

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.*

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.*

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.*

5

*a “party” refers to any participant in the procurement process or contract execution.*

- (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.

1.8 Bidders 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 1.7.

1.9 Bidders shall furnish information as described in the Financial Proposal submission form (Section 5A) 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.

**2. Clarification and Amendment of RFP Documents**

2.1 Bidders 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 Bidders 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, Bidders 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, bidders must give particular attention to the following:
- (i) If a bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual bidder(s) and/or other bidders or entities in a joint venture, as appropriate. Bidders may associate with the other bidders invited for this assignment only with approval of the Client as indicated in the Data Sheet. Bidders must obtain the approval of the Client to enter into a joint venture with bidders not invited for this assignment. The bidders are encouraged to seek the participation of local bidders by entering into a joint venture with, or subcontracting part of the service to bidders who are Nationals of African Union Member States.
  - (ii) Reports to be issued by the bidders as part of this assignment must be in the language(s) specified in the Data Sheet.
- 3.4 The Technical Bid 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 services (Section 4B) of a similar nature. For each service, 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 service (Section 4D).

- (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 Bid, bidders are expected to take into account the requirements and conditions outlined in the RFB 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.
- 1.7 The Financial Bid shall include all the costs the bidder 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 Bidders 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 bidder is expected to keep available the professional staff proposed for the service. 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 bidders 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 bid (Technical Bid and, if required, Financial Bid; 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 initialed 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 bid, the bidders shall prepare the number of copies indicated in the Data Sheet. Each Technical Bid and Financial Bid 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 Bid shall be placed in a sealed envelope clearly marked "Technical Bid," and the original and all copies of the Financial Bid 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 Bids 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 Bid shall be opened immediately by the Bid Opening Committee.
- 4.7 The Firm may withdraw its Bid after the Bid'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 dcompanyatched 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 Bid may be withdrawn in the Interval between the deadline for submission of bids and the expiration of the period of proposal validity specified by the firm on the Bid Submission Form.

## **5. Proposal Evaluation**

### **General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its bid, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in bid evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder'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 bid 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.
- Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**
- 5.5 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed 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.
- 5.6 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:
- $$\frac{St}{T} + \frac{Sf}{P}$$
- will 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 Bid, 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 service.
- 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 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 bidders 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 service 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 bidders who submitted the bids 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

### ITC Clause Reference

- ITC Clause 1.1 The name of the Client is: **Pan African Parliament**  
The method of selection is: **Quality-Based Selection**
- ITC Clause 1.2 **Technical and Financial Proposals** are requested  
The name and Procurement Number of the service are: **“PAP/PROC/07/17: ASSESSMENT STUDY: STATUS OF RATIFICATION OF AFRICAN UNION (AU) LEGAL INSTRUMENTS AND DEVELOPMENT OF A RATIFICATION “FAST-TRACK” IMPLEMENTATION STRATEGY”**
- ITC Clause 2.1 Clarifications may be requested up to **7 days before** the submission date.  
The address for requesting clarifications is: **Procurement Expert, Pan African Parliament, Gallagher Convention Center, Midrand.** e-mail: [tender@panafricanparliament.org](mailto:tender@panafricanparliament.org); Tel:(+27) 11 545 5000
- ITC Clause 3.1 Proposals should be submitted in the English **language**.
- 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: **Refer to Terms of Reference are annexed.**
- ITC Clause 3.10 Bids must remain valid for **90 days** after the submission date
- ITC Clause 4.3 Bidders must submit one **original and two (2) copies** of each bid.

ITC Clause 4.4 The address for submission of bids is:

**The Chairperson,  
Internal Procurement Committee,  
Pan African Parliament,  
19, Richards Drive.**

**MIDRAND, REPUBLIC OF SOUTH AFRICA**

**For the attention of: Procurement Expert.**

The outer envelope must be titled, **“PAP/PROC/07/17: ASSESSMENT STUDY: STATUS OF RATIFICATION OF AFRICAN UNION (AU) HUMAN RIGHTS LEGAL INSTRUMENTS AND DEVELOPMENT OF A RATIFICATION “FAST-TRACK” IMPLEMENTATION STRATEGY”**

ITC Clause 4.5 Proposals must be submitted no later than **Monday 24<sup>th</sup> July 2017, at 16:00 hours local time. A public bid opening will be done on Tuesday 25<sup>th</sup> July 2017 at 10:00 hours local time.**

ITC Clause 5.1 The address for communications to the Client is: **Procurement Expert, Pan African Parliament, Gallagher Convention Center, Midrand.** E-mail: [tender@panafricanparliament.org](mailto:tender@panafricanparliament.org).

ITC Clause 5.3 ***Technical Evaluation Criteria***

The Technical Component, which has a total possible value of 100 points, will be evaluated using the following criteria:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.



Section 3. Information to Consultants – Data Sheet

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm							
1.1	<b>Relevant documents:</b> <ul style="list-style-type: none"> <li>• Valid trading licence</li> <li>• Valid Tax clearance certificate</li> <li>• Financial statement (last three years) (To be enclosed in the technical</li> </ul>	6					
1.2	General Organizational Capability which is likely to affect implementation	4					
1.3	Relevance of: - Experience on Similar study/assignment	10					
		20					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offer understand the task?	5					
2.2	Have the important aspects of the task been addressed in sufficient detail?	10					
2.3	Is the scope of task well defined and does it correspond to the TOR?	10					
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	5					
		30					

Section 3. Information to Consultants – Data Sheet

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Team leader (Expert Senior)		20					
		Sub-Score						
	General Qualification	5						
	Suitability for the Project							
	- International Experience	5						
	- Professional Experience in the area of specialization	10						
		15						
3.2	Consultants (Expert)		30					
		Sub-Score						
	General Qualification	5						
	Suitability for the Project							
	- International Experience	5						
	- Professional Experience in the area of specialization	20						
		25						
	<b>Total Part 3</b>		50					

ITB Clause 6.1 Negotiations will be held at the Pan African Parliament premises.

ITB Clause 7.2 The service is expected to commence in July 2017.

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## **Section 4. Technical Proposal - Standard Forms**

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 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 the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.

#### 4A. TECHNICAL PROPOSAL SUBMISSION FORM

{*Location, 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. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial<sup>6</sup> Proposal sealed under 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:

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6

In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete “and a Financial Proposal sealed under a separate envelope.”

### 4B. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Three 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**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**4D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

**(REFER TO TERMS OF REFERENCE UNDER SECTION 6 FOR  
GUIDANCE)**

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

<b>1. Key Staff</b>		
Name	Position	Task



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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*{Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page. }*

\_\_\_\_\_

**Education:**

*{Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page. }*

\_\_\_\_\_

**Languages:**

*{For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing. }*

\_\_\_\_\_

**Employment Record:**

*{Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages. }*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*{Signature of staff member and authorized representative of the firm}* Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorised representative: \_\_\_\_\_

## **Section 5. Financial Proposal - Standard Forms**

- 5A. Financial Proposal submission form.
- 5B. Summary of costs.

## 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 Commission or 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**

**TERMS OF REFERENCE (TOR)**

**ASSESSMENT STUDY:**

**STATUS OF RATIFICATION OF AFRICAN UNION (AU)  
HUMAN RIGHTS LEGAL INSTRUMENTS AND  
DEVELOPMENT OF A RATIFICATION “*FAST-TRACK*”  
IMPLEMENTATION STRATEGY.**

**PAN AFRICAN PARLIAMENT (PAP)**

**MIDRAND,**

**SOUTH AFRICA**

## 1. BACKGROUND

### 1.1 The Pan African Parliament

The Pan African Parliament (PAP) was established in March 2004 with a view to achieving the vision of the founding Fathers of the OAU/AU. The Constitutive Act of the AU which instituted it as one of the eleven Organs of the African Union in its article 17 states that “in order to ensure the full participation of the African peoples in the development and economic integration of the continent, a Pan African parliament shall be established”; and that “the composition, powers, functions and organization of the Pan African Parliament shall be defined in a Protocol relating thereto”.

The vision and mandate of the Pan African Parliament are guided by a set of objectives enshrined in the Pan African Parliament Protocol. Article 3 of the *Protocol has the following objectives*: to give the Diaspora and African peoples a voice, promote human rights and democracy in Africa, the rule of law, transparency and accountability of member states, institute stability, peace security, social justice, gender equality and the democratic values of human dignity, equality and freedom. These objectives will enhance continental solidarity, development and cooperation by building a sense of a common future, and place Pan African Parliament at the centre to address social, political and economic challenges that affect the continent and to become a people-centered institution.

The composition of the Pan African Parliament is drawn from AU member States that have ratified the Protocol establishing the Pan African Parliament. Currently, there are 53 countries that are members of Pan African Parliament. Each country provides a maximum of 5 representatives who are drawn from the legislative organs of the member country. In total, the Pan African Parliament has 215 Members of Parliament.

### 1.2 Governance Structure of Pan African Parliament

The Governance Structure of the PAP is as follows;

**The Plenary Assembly** - the Plenary Assembly of Pan African Parliament is the highest policy making and deliberative organ. It is composed of up to a maximum of five Members per legislative organ(s) of each member country. The Pan African Parliament President and four Vice Presidents are the Presiding Officers.

**The Bureau of the Pan African Parliament** - the Bureau of the Pan African Parliament provides management and administration of affairs Pan African

Parliament. They also facilitate the affairs of parliament and its organs. It is composed of the President and four Vice Presidents over three-year tenure of office.

***The Permanent Committees-*** the Permanent Committees oversee the discharge of parliamentary functions. Currently there are 10 Permanent committees that are aligned to the AU Sectors. Each Standing Committee consists of a maximum of 30 Members.

***The Regional Caucus -*** the Regional Caucuses represent the five regions of Africa- Southern, Eastern, Western, Central and North Africa. They are also responsible for deploying and nominating members of Parliament for committees as well as leadership positions. The coordination of Election Observer Missions (EOM) also falls under the purview of the Regional Caucuses.

***The Specialized Caucus –*** Youth and Women Caucuses.

***The Secretariat -*** the Pan African Parliament Secretariat is responsible for implementing decisions and programs of the Pan African Parliament. It is headed by the Clerk of Parliament who is assisted by two Deputy Clerks.

## **2. AU LEGAL INSTRUMENTS AND THE PAN AFRICAN PARLIAMENT**

2.1. The Pan-African Parliament is the African Union's legislative body with advisory and consultative powers. Under its current role and functions, the **Pan African Parliament**, as one of AU organs with a human rights mandate, is supported under the "*Strengthening the African Human Rights System-DCI/PANAF/037-827*" program to promote democracy, good governance and human rights in Africa as well as promote the ratification, domestication and implementation of the AU treaties and other legal instruments, particularly in the area of human rights and governance. In addition, within the broad framework of the African Governance Architecture (AGA), which has direct links with African Parliaments, the **Pan African Parliament** considers the AGA as entry point for the ratification/domestication/implementation/monitoring of the AU legal instruments.

Over the years, the AU has crafted a number of legal instruments that need to: (a) be ratified; (b) be domesticated; and (c) be implemented by all Member States of the Union. Some of these instruments, particularly those that are the subject of this study includes the following:



1. *Protocol to the Constitutive Act of the African Union relating to the Pan African Parliament (Revised Protocol);*
2. *OAU Convention Governing the Specific Aspects of Refugees Problems in Africa;*
3. *African Charter on Human and People's Rights;*
4. *Protocol to the African Charter on Human and People's Rights on the Establishment of an African Court on Human and People's Rights;*
5. *Special Declaration provided in Article 34 (6) of the Protocol on the Establishment of the African Court, allowing individuals and NGOs to seize the Court;*
6. *African Union Convention on Prevention and Combating Corruption;*
7. *African Charter on Democracy, Elections and Governance (ACDEG);*
8. *The Protocol to the African Charter on Human Rights and People's Rights on the Rights of Women in Africa (the Maputo Protocol);*
9. *African Charter on the Rights and Welfare of the Child;*
10. *African Charter on the Values and Principles of Public Service and Administration;*
11. *African Union Convention for the Protection and Assistance of the Internally Displaced Persons in Africa;*
12. *African Unions Convention on Cyber Security and Personal Data Protection; and*
13. *African Charter on the Values and Principles of Decentralisation, Local Governance and Local Development (no ratifications, not in force)*

It could be argued that the continent has some of the best legal instruments, but regrettably, Member States are at different levels of ratification of these instruments and consequently have had very little impact on the continent's development and governance processes. For political expediency, the AU is often very quick passing these legal instruments without a very careful analysis of the potential impact, costs implications and the possible challenges that these instruments might encounter once their roll out begins. As a result, most of

these instruments have remained unratified, undomesticated and consequently unimplemented.

Over the years, it appears no consistent effort has been made by the PAP and other stakeholders to track and monitor these legal instruments, particularly those that have been ratified, to determine the extent to which they have been successfully implemented; the extent to which necessary resources have been made available for their implementation; the extent to which they are consistent with national laws; the extent to which they have met the needs and aspirations of the African citizenry; and the extent to which they contribute to the continent's development trajectory.

It is against this background that under the "*Strengthening the African Human Rights System*" program, one of the key challenges to be addressed is first the slow pace of ratification; and second, the slow rate of domestication of several key AU Human Rights Instruments by member states.

The Pan African Parliament has been sensitising African citizens and governments through various platforms on the need to ratify, domesticate and implement AU legal instruments. It is worth noting that the Pan African Parliament managed to get the required number of ratifications for the African Charter on Democracy, Elections and Governance (ACDEG) in order for it to come into force. Therefore with this vital experience, the Pan African Parliament stands to lead by example, the effort for the ratification and domestication of relevant human rights and good governance instruments of the African Union.

### **3. PURPOSE OF THE ASSESSMENT**

The primary purpose of the assessment will be to assess the status of ratification, domestication and implementation of the instruments identified above with a view to developing and testing an innovative approach to monitoring the effectiveness of these instruments within the framework of the Pan African Parliament's advisory role as it relates to law making. Lessons gleaned from this exercise will be disseminated widely to guide future actions with regards to ratification and implementation of AU instruments.

Specifically, the assessment will conduct a very intensive and rigorous research on the identified instruments to:

- g) Determine the status of their ratification;
- h) Determine the status of their domestication;

- i) Determine and analyse what challenges they have faced in their ratification and domestication;
- j) Determine the status of their implementation and the challenges therein;
- k) Determine the mechanisms/actions to be put in place to improve the situation; and
- l) Determine the input for necessary follow-up action by relevant stakeholders.

It is envisioned that the findings will contribute to the development of the fast-track and advocacy strategy to expedite the ratification and domestication of the AU Human Rights Legal Instruments. The findings will further contribute to evidence-based planning, monitoring and evaluation by the Pan African Parliament Permanent Committees with a view to effectively undertake their oversight role at regional and country levels. Finally, it is hoped the assessment will provide the basis for the formulation of a comprehensive implementation strategy.

#### **4. EXPECTED DELIVERABLES**

- a) Conduct desk review and interviews with Pan African Parliament Key Stakeholders and initiate an **inception report** to be presented to the Pan African Parliament Management for review and input;
- b) Prepare and submit **First draft report** with detailed status of ratification, and challenges faced by AU Member States;
- c) Organise and facilitate a **Final validation and consultative workshop** involving the key Pan African Parliament Stakeholders; and
- d) Generate a **Final Report** indicating the global implementation strategy to reverse or improve the slow pace of ratification and domestication of the AU Human Rights and Governance instruments with the recommended actions and methods for achieving ratification;

#### **5. METHODOLOGICAL APPROACH**

An internal Reference or Steering Technical Committee, comprising Office of the Bureau and top management of Pan African Parliament shall be established

to oversee the assessment process and monitor progress made by the consultant (s) in line with the agree Terms of Reference of the assignment.

The assessment will adopt a participatory and consultative process ensuring an ongoing interactive process of the consultant (s) with the Pan African Parliament and AU relevant stakeholders. At the initial stage, the consultant (s) will have an inception meeting to clarify and reach a mutual understanding on the terms of reference and the activity schedule for the entire assignment.

The consultant (s) will commence with a desk or literature review of the various legal instruments as well as other key documents. This will be followed by the submission and presentation of an inception report prior to the field visits.

Field visits will be conducted to the relevant AU organs, national and regional parliaments to conduct interviews and focus group discussions. Key informants for the assessment will include, among others, the following:

- Pan African Parliament Bureau Members
- Pan African Parliament Members
- National Parliamentarians
- Regional Parliamentarians
- AUC Legal Council
- African Court on Human and People's Right
- African Commission on Human and People's Right
- AUC Strategic Planning Department
- Selected Civil Society Groups

PAP will bear all the travel cost relating to the study according to the AU rule and regulation.

## **6. COMMENCEMENT DATE AND PERIOD OF EXECUTION**

The assignment should start in **July 2017** and should be carried out over a period of **Three Months**. The total duration of the assignment, which includes periods for the provision of comments on draft reports, field visits and interviews, the final validation workshop, and the submission of the final report should fall within the three months. The effective period of performance will be outlined in a time schedule to be mutually agreed between the Consultant (s) and the Pan African Parliament.

## **7. CONSULTING FIRM EXPERIENCE AND EXPERT QUALIFICATIONS**

**The consultancy firm should be in existence for the past 5 years.**

The team will have the following profile and qualifications:

Pan African Parliament is looking for a consultant(s) with the following minimum qualifications:

- Ten (10) years of academic qualification
- Masters degree in Law, Political Science, and Social Sciences or related field.

Possession of a PhD is an advantage.

- At least 10 years of proven experience in:

- Governance or Policy Analysis
- Parliamentary Affairs or Parliamentary institutions
- Planning, design and management of both qualitative and quantitative surveys.
- Report writing.
- Working with international institutions.

- Strong management, organizational, and communication skills.

- Proficiency in data analysis software and other computer processing applications.

- An excellent command of the English and/or French languages, while other language skills relevant to the assignment would be considered an asset.

- Strong evaluation experience and capacity.

The Consultant will have a standard PAP consultancy contract outlining agreed terms and conditions.