



African Union

REQUEST FOR PROPOSALS

AFRICAN UNION COMMISSION

UNIFIED COMMUNICATION SYSTEM FOR ARICAN UNION

Procurement Nos : AUC/MIS/G/011 & AUC/MIS/G/013

Date : September 2019

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AFRICAN UNION



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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 allocated funds towards the cost of and intends to apply a portion of this funding to eligible payments under this Contract, reference numbers: **AUC/MIS/G/011 & AUC/MIS/G/013.**

The African Union now invites proposals from eligible suppliers to provide a UNIFIED COMMUNICATION SYSTEM.

More details on the Services are provided in the Terms of Reference.

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 **25th October 2019 at 1500hrs** local time. Technical proposals shall be opened **on Friday 25th October 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.

Section 2. Information to Consultants

The address for submission of bids is:

Address for Bid submission:

The Head Procurement, Travel and Stores Division
African Union Commission, Roosevelt Street,
Building C, 3rd Floor, P.O. Box 3243, Addis Ababa, Ethiopia
Tel+251 115517700.

Email: tender@africa-union.org

Clarification Requests: Clarification requests should be addressed to: tender@africa-union.org, Tel+251115517700.

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.

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:
 - (a) 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).

(b) 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.

(c) 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.

1.7.2 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.

1.7.3 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

Section 2. Information to Consultants

ethics during the procurement and execution of such contracts.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 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”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;
 - (iii) “collusive practice”⁴ 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”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;
 - (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;
- (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.

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- 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:

¹In 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.

³a "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.

⁵a "party" refers to any participant in the procurement process or contract execution.

- (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.

Section 2. Information to Consultants

- (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

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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.
- 4.7 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

$$S = St \times T\% + Sf \times P\%$$

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

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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.

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- 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

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 Financial Proposal shall be submitted together with the Technical Proposal, in separate sealed envelopes. The titles and reference number should be indicated on top of both envelopes.
- The name, and Procurement Number of the activity are :
- PROCUREMENT OF UNIFIED COMMUNICATION SYSTEM FOR
AFRICAN UNION AUC/MIS/G/011 & AUC/MIS/G/013**
- ITC Clause 1.5 The Client will provide the following inputs:
- Background material
 - Any other documentation agreed upon by the Contracting parties.
- 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.org
Or call +251115517700
- ITC Clause 3.1 Proposals should be submitted in English language.
- ITC Clause 3.3(ii) The estimated number of professional staff-months required for the assignment is: can be found in the attached terms of reference.
- 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 3.10 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.

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
Electronic mail address: tender@africa-union.org

ITC Clause 4.5 Proposals must be submitted no later than 1500 hours (local time) on **25th October 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

EVALUATION CRITERIA FOR TECHNICAL QUALIFICATION

Technical evaluation shall be guided by the under listed criteria. Bidder requires baseline technical score of 70 % in order to be considered for financial evaluation. This is Quality Cost Based Selection. The technical score share will be 70% and whereas financial share will be 30%. Bidders with highest consolidated score will be merited the project.

Technical Evaluation Criteria for Qualification			
No.	Criteria	Max. Score	Remark
1	Company Profile	30	
	<p>Experience</p> <ul style="list-style-type: none"> ▪ Experience of Unified Communication implementation ▪ Showcases of implemented Unified Communication projects - Ethiopia <p>Local cases: 3 (15 points) Local cases: 2 (10 points) Local cases: 1 (5 points) Customer feedback: (5 point)</p> <p>Important Note:</p> <ul style="list-style-type: none"> ▪ Attach performance certificate of successful completion 	20	

<ul style="list-style-type: none"> ▪ Completed projects will be consulted (the completed projects site and address should be clearly specified) 		
<p>Qualifications and Experience of technical Experts:</p> <ul style="list-style-type: none"> ▪ Project Manager: Highly skilled in project management and experienced in Unified Communication implementation; Project manager with PMP certificate (4 points) ▪ Minimum of 4 technical engineers/experts, highly skilled and experienced in Unified Communication implementation (6 points) <p>Important Note:</p> <ul style="list-style-type: none"> ▪ Attach relevant certificates of the project manager and technical experts (CV and credentials) ▪ Team structure and responsibility matrix should be clearly stated 	10	

2	Hardware, Software, Service technical requirements compliance	35	
	<ul style="list-style-type: none"> ▪ Detail technical requirements compliance of equipment and materials (15 Point) ▪ Software and service compliance (10 Points) ▪ Interoperability compliance, accredited third party certifications (10 points) 		
3	Project Proposal, Methodology, Migration, Implementation plan and after-sales warranty	25	
	Reporting arrangement, change control procedures and risk management procedures	10	
	Delivery schedule, scheduling of implementation of activities and Clarity of time frame	5	
	<p>After-sales warranty:</p> <ul style="list-style-type: none"> ▪ The main equipment’s manufacturer should have local office in Ethiopia in order to keep high quality after sales service. ▪ The main equipment’s manufacturer/partners should have at least one spare parts center in Addis Ababa. 	10	Mandatory

	Note: The proof for the manufacturer's/Partner local office & spare parts center should be provided.		
4	Knowledge transfer and experience sharing	10	
	<ul style="list-style-type: none"> ▪ International trainings and relevant certifications on major Unified Communication infrastructure components ▪ provide the detailed schedule and location of training center 	8	Mandatory
	<ul style="list-style-type: none"> ▪ Onsite training, provide the detailed training subjects and schedule 	2	
5	Must Meet Criteria		
	Tender Specific Manufacturer Authorization Form (MAF). MAF and collaboration shall be subjected to confirmation by the manufacture		Mandatory
	Datasheet for all resources		Mandatory
	Compliance table		Mandatory
	BoQ without Price in your technical Document		Mandatory
	Post deployment executions: 3-years warranty (Replace or repair) and 3 –years support after acceptance		Mandatory

<p>N.B. If the manufacture default warranty is more than one years; the default manufacturer warranty shall be considered.</p>	
<p>Third party rating organizations such as Gartner or equivalent will be consulted, and the selected main equipment's manufacturer must be listed in the Gartner magic quadrant for at least three consecutive years.</p>	<p>Mandatory</p>
<p>Third party rating organizations such as Gartner or equivalent will be consulted, and the selected main equipment's manufacturer must be listed in the Gartner magic quadrant for at least three consecutive years.</p>	<p>Mandatory</p>
<p><i>Important note:</i></p> <ul style="list-style-type: none"> ○ Bidders are expected to carefully see and submit the technical admissibility criteria on the bidding document ○ As the project is on turnkey basis, partial offer will be automatically rejected ○ Visits of completed Unified Communication projects in Ethiopia will be part of technical evaluations ○ The brand of selected IPT and UC system should be listed in the Gartner Magic Quadrant for Unified Communications. 	

<ul style="list-style-type: none"> ○ The main products such as the IP Phone, Soft Client, call control, media processing, service platforms, server, Session Border Controller and storage should be the same brand to ensure high quality. And all of the main devices should be monitoring by a unified device management system. ○ respondents should use their knowledge and experience within the communications industry to recommend a creative solution that will meet or exceed the requirements 		
Total		100

The minimum technical score required to pass is: 70 points

ITC Clause 5.7 The single currency for price conversions is: USD

The source of official selling rates is: UN Exchange rate.

The date of exchange rates is: Bid closing date

Section 4. Technical Proposal - Standard Forms

ITC Clause 5.8 The formula for determining the financial scores is: $Sf = 100 \times Fm/F$
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% and
Financial = _____ 30%

ITC Clause 6.1 Negotiations will be held at: the AUC Headquarters in addis Ababa

ITC Clause 7.2 Expected date for the commencement of the Services:
Date: Will be defined during contract negotiation, but it will be in 2019.

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.

Section 4. Technical Proposal - Standard Forms

- 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.

4A. 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:

4B. 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}:

- a) Technical Approach and Methodology
- b) Work Plan
- c) 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. Hbbbb, 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
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

4H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are weeks from the start of assignment.]</i>							
	1st	2nd	3rd	4th	5th	6th	7th	8th
Activity (Work)								

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 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

Cost Elements	Currency(ies) ⁶	Amount(s)
Total Amount of Financial Proposal		_____ _____ _____

⁶ Maximum of three currencies in addition to the Currency of the Country specified for performance of the Services.

5C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____

Description: _____

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

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.	International flights	Trip				
2.	Miscellaneous travel expenses	Trip				
3.	Subsistence allowance	Day				
4.	Local transportation costs ⁷					
	Grand Total					_____

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.

ATTACHED TERMS OF REFERENCE

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1 Project Description

1.1 PROJECT TITLE

Unified Communication System for Africa Union

1.2 PURPOSE

The Unified Communications solution integrates multiple methods of communication—such as e-mail, faxing, instant messaging, voice and video calling and conferencing, mobile communication, and even desktop sharing—to produce improved efficiencies for the Africa Union.

The Africa Union has requirement for either single or redundant unified interface(s) and an enterprise-wide unified communications platform to connect, collaborate, and exchange information. The implementation of a unified communication platform aims to improve collaboration, reduce operational costs, improve productivity, and enhance the ability of its workforce to support mission critical business processes.

The Unified Communications solution aims to leverage new ways of collaborating to reduce cost of travel, optimize the productive use of time, and enabling staff to work and support missions anywhere, anytime, and anyhow.

The Africa Union strives to select vendors for its Unified Communications environments, because this will offer a more consistent user experience, with a lower Total Cost of Ownership (TCO).

1.3 BACKGROUND

1.3.1 Overview

The African Union (AU) is a Pan African continental body consisting of 55 African countries with a view to accelerating the process of integration in the continent to enable Africa to play its rightful role in the global economy while driving Africa's growth and economic development.

To ensure the realization of its objectives and the attainment of the Pan African Vision of an integrated, prosperous and peaceful Africa, Agenda 2063 was developed as a strategic framework for Africa's long term socio-economic and integrative transformation. Agenda 2063 calls for greater collaboration and support for African led initiatives to ensure the achievement of the aspirations of African people.

The Management of Information Systems Division (MIS) is responsible for supporting and serving the African Union in the selection, deployment and utilization of Information Technology infrastructure and services. MIS is vigorously striving to achieve Business-IT alignment - integrates the information technology to the strategy, mission, and goals of the organization.

To this effect in addition to other initiatives, MIS is seeking qualified offers for the above-mentioned products/services/works – Unified Communication Deployment

Current Telecommunications Environment

Currently the service provision is effected mainly using two products:

1. Alcatel OmniPCX4400 which is hybrid setup supporting VOIP, digital and analog endpoints. This has been in services since 2009
2. ZTE –ZXECS IBX10000 which is SIP based and has been in service since 2011

The Challenge with the current platform is multiplicity in product and technology, and how to go about integrating technology. The products have been in service for long and do not comply with the current business requirements

As a result of the shortcomings, AUC has explored the possibility of deploying a Unified Communication System (UCS)

Current Solution Description

Details for individual system follow:

Alcatel OmniPCX4400 with

- 32 analog endpoints support resources (hardware and software)
- 370 VoIP endpoints support resources (hardware and software)
- 364 digital end points support resources (hardware and software)
- 40 x 2-wire analog PSTN lines resources

ZTE –ZXECS IBX10000

- 1000 SIP endpoint support resources (hardware and software)
- 4 x SIP/E1 Gateway support resources (hardware and software)

Video Conferencing infrastructure is Polycom based solution for standard video conferencing (Room Based) while using a web base solution called Bluejeans

1.4 OBJECTIVES

The objective of this ToR is to define a cost-effective, secure, and scalable unified communications platform that Support the foundation for an enterprise-wide converged voice, video, and data network. The Africa Union seek to overcome the inefficiencies of disparate phone systems to increase communication between employees, and improve the effectiveness of provisioned telephony services.

The expected unified communications solution will be a fully managed platform such that all hardware, software, phone equipment, and support services will be provided by the vender.

1.4.1 Justification and Benefits of Deploying Unified Communications

The Africa Union at all levels need robust communications to be effective. It must be able to quickly communicate with colleagues and the public in order to deliver vital services.

In order to become more nimble and effective, the Africa Union is adopting cloud-based technologies in greater numbers than ever before. There are many factors driving this shift, and first among them is reducing the cost of IT infrastructure.

Unified communications and collaboration (UC&C) solutions can turn Africa Union communications channels into rich, interactive environments, bringing together voice, presence, instant messaging and more to support day-to-day work. Modern technology tools enable users to choose the communication forms that work best for them whether an Instant Message or phone call.

The Africa Union has learned that they need to engage with their employees, partners, other organizations. In this manner are more innovative, have higher customer satisfaction and have overall lower cost of service and support.

While there are numerous reasons for the Africa Union to adopt UC&C technologies, the most impactful benefits include cost savings, technology simplification, work productivity, and modernization.

1.4.2 Cost Savings

Deploying UC&C helps achieve a central goal of reducing the cost. Particularly cloud-based solutions, impact costs in a number of critical areas:

- *Reducing infrastructure costs.* By using a cloud based UC&C solution, Africa Union can better leverage the “Bring Your Own Device” (BYOD) trend. For example, the staff can use their own phone or tablet to communicate with colleague.
- *Lowering IT burden.* Running UC&C in a virtualized environment reduces server costs and lessens the burden on IT for server maintenance and support.
- *Cutting travel costs.* Enable virtual meetings by integrating audio, video, and web conferencing software with UC&C, maintaining collaborative relationships even at a distance.

-
- *Enabling telework*, which can reduce facilities and transportation costs. Encouraging telework has the additional benefit of reducing carbon footprint from commuting.

1.4.3 Productivity Enhancements

Every department is interested in improving the efficiency with which it delivers service to the others. UC&C technologies are powerful tools in this effort and help employees:

- Find and communicate with the right person, right away. With UC&C, workers can connect with, view presence, and communicate with colleagues using whichever method is most efficient.
- Deliver services through whatever communication method they choose – voice, IM chat, etc.
- Stay productive wherever the worker is on business trip, at a remote office, or anywhere with an internet connection.

1.4.4 Choosing the Right Solution

When leaders seek a UC&C solution to deliver on these benefits, it's important that they select a solution that meets several important criteria:

- *Voice Systems and PBX Integration*. Given the prevalence of mixed technology environments in organizations, and the likelihood that there will always be a mix in place, a UC&C solution must integrate with any telephony environment without the need to rip out and replace existing infrastructure.
- *Standard Architecture*. The UC&C solution should be based on industry standard protocols. For example, Session Initiation Protocol (SIP) is the current standard for VoIP calls. SIP-based architecture ensures that as the organization moves forward it can easily incorporate other hardware and software compatible with the SIP protocol. And, just as important, architectural decisions should ensure that needed services can be deployed from either on premises or cloud-based resources.
- *Resiliency and Scale*. In order to ensure delivery of critical functions, the UC&C solution must be scalable and either geo-redundant or high availability.

1.5 SCOPE

Unified Communications (UC) provide a unified user interface and user experience across multiple devices and media types, UC lets people connect, communicate and collaborate seamlessly. The results are improved efficiency and effectiveness, reduced costs, increased revenues, and enhanced relationships.

The scope for a Unified Communication Solution may include all or a combination of the following:

- (a) *IPT System – Provide voice and video calls, internal calls by short number, outgoing calls where calling and called parties use long numbers, one number link you, etc.*
- (b) *Unified Messaging – Presence, instant messaging, text, file transfer, and the capability to access and manage voice mail and fax message.*
- (c) *Unified User Interface – Access unified communications capabilities from a variety of devices and in a variety of ways (whether real-time, non-real time) and the need for data sharing and collaboration across the enterprise.*
- (d) *Mobile Integration – User has ability to have calls forwarded to the phone/device user happens to be using, including desk phone and mobile phones.*
- (e) *Call Logging and Call Detail Recording (CRD)*
- (f) *Integration with Skype for Business & Office 365*

1.6 REQUIRED UNIFIED COMMUNICATIONS SOLUTION DESCRIPTION

1.6.1 Collaboration Products in Scope

The following products are in scope for this design:

System Platform:

- Session Manager
- Conference System
- Multimedia Controller Unit
- PGM(Presence & Instand Message & Group) Service System
- Unified Message System
- Conference Scheduling System
- Devices Management System

Access Gateway:

- Voice Trunk Getway
- Voice Gateway
- Session Border Controller

Terminal:

- IP Phone

-
- Soft Client for PC&Mobile Phone
 - Web Client for PC
 - Soft Console

1.6.2 Session Manager

The Session Manager information should include (atleast) following requirement:

- Must use the softswitch architecture.
- Support smooth expansion to provide UC services on the existing network.
- Support stacks multiple servers
- Supported call attempts per second (CAPS) and busy hour completed calls (BHCC).
- Support deployment on the general-purpose server..
- Support user registration via SIP protocol.
- Support call control such as including intra-office calls, outgoing calls, and incoming calls.
- Support multiple number processing capabilities, include calling number analysis, called number analysis, and failure processing.
- Supported codec G.711a/μ, G.729ab, G.722, G.722.1, G.722.2, AMR-NB, and iLBC voice codecs.
- Support web-based maintenance and management.
- Support HTTPS for web portals
- Support obtaining the time from the NTP server.
- Provide CDRs to the billing server using FTP or SFTP.
- Provide CDRs that contain fields including the CDR type, validity, charged party, answering time, release time, call duration, caller and callee numbers, caller and callee address attributes, caller and callee access protocols, caller and callee access signaling, caller type, call attribute, call type, release party, and cause value.
- Support overload control. When call traffic exceeds the system's upper load limit, new calls can be effectively restricted to ensure that connected calls are properly processed, improving system reliability.
- Preferentially ensures services of whitelisted users when overload control is implemented.

-
- Support local two-node cluster deployment. The active and standby servers work in hot standby mode, and the switchover cannot exceed 5s or interrupt ongoing calls.
 - Support remote disaster recovery (DR). The two sites work in A-A or A-S mode. When the device at one site fails, the other site takes over all services.
 - Works as the central server with local regeneration capabilities to automatically synchronize user data to the local regeneration gateway.
 - Defends against network attacks such as DoS and DDoS attacks.
 - Support TLS encryption of SIP signaling.

1.6.3 IP Telephone Services

The standard telephony features listed in this section should be supported. Below is a list of the main telephony features used by Africa Union employees:

- voice and video calls
- internal calls by short number
- outgoing calls where calling and called parties use long numbers
- emergency calls
- Direct Inward Dialing
- Calling Line Identification
- Calling Line Identification Presentation
- Calling Line Identification Restriction
- Calling Line Identification Restriction Override
- Connected Line Identification Presentation
- Call Waiting
- Call Hold and Resume
- Call Transfer (Consult and Blind)
- Call Forwarding (Unconditional ,Busy, No Reply, Offline and Selective)
- Call Park
- Three Party Conference Call
- Call Forwarding to Voice Mailbox
- Message Waiting Indication

-
- Incoming Call Barring
 - Outgoing Call Barring
 - Call Barring Group
 - Owed Restriction
 - Anonymous Call Rejection
 - Selective Incoming Call Barring
 - Selective Outgoing Call Barring
 - PIN-Code service
 - Enterprise Blacklist and Whitelist
 - Call Pickup
 - Completion of Communications to Busy Subscriber
 - Completion of Communications by No Reply
 - Secretary
 - Secretary Station
 - Advanced Secretary
 - Hotline
 - Distinctive Ringing
 - Speed Dial
 - Do Not Disturb
 - Wake Up
 - IP Phone Linkage
 - Hunt Group
 - Busy Lamp Field
 - Call Protection
 - One Number Link You
 - Manual Attendant
 - Auto Attendant Console
 - Intercom

-
- Active Directory

1.6.4 Unified Message System

The Unified Message System should provide following requirements:

- Allows users to leave and retrieve voice and fax messages.
- Supports multiple message leaving modes such as directly leaving messages, call forwarding no reply to voice mailbox, and call forwarding busy to voice mailbox.
- Is able to receive fax messages from the fax machine and forward fax messages. Users can retrieve fax messages using a phone or fax machine and then forward the messages.
- Allows users to retrieve voice messages through phones, web pages, or emails.
- Allows users to retrieve fax messages through fax machines, phones (forwarding), web pages, or emails.
- Is able to notify users of new voice messages in multiple modes, for example, email and message waiting indicator (MWI).
- Is able to forward a voice message retrieved in web mode to multiple users at a time.
- Supports login password change.
- Allows users to record personalized greetings.

1.6.5 Presence, Instant Message and Group Services

The System should provide following requirements:

- Supports deployment on a general-purpose server.
- Supports the Linux operating system of the advanced edition.
- Supports the Oracle database.
- Supports the two-node cluster.
- Supports Mobile Client access the communication platform via Security Traversing Gateway, which provide VPN for mobile client. All of communication contents include instant message, status presence, voice call, vedio call, file transfer and data conference will be transmitted within the VPN. Security traversing gateway should encrypts the communication contents.
- Support online and offline messages.
- Support instant message: text, emoticons, small pictures, and rich media hyperlinks.
- Support mobile rich media messages, including voice clips, video clips, doodles, pictures, and photos taken immediately.

-
- Support unread messages. When a client goes offline with some messages left unread, these messages are still pushed to the client the next time the client goes online.
 - Support historical message roaming. P2P messages, group messages, and SMS messages sent and received by a user as well as system bulletins received are stored on the message server, allowing the user to obtain such historical messages when the client is roaming.
 - Support message priority. The open message interfaces (for P2P messages, group messages, and system bulletins) shall support multi-level messages, which means, delivering and processing messages by priority.
 - Support message push. When the mobile client for iOS runs in the background or the process of the mobile client for Android is terminated but new messages are sent to the mobile client, the message server shall automatically push a message notification to the mobile phone where the mobile client is installed, notifying the user of the new messages.
 - Support the screenshot function on the PC client, allowing users to capture a specified area of the screen and send the screenshot to others. The screenshot function shall be available in both P2P and group chats.
 - Support message records. The messages include P2P messages, group messages, and system bulletins. A message CDR record includes sender's account, recipient's account, time when the message was sent/received, sender's IP address, recipient's IP address, sender's area, recipient's area, message content, message size, message type, group ID (for a group message), and client type.
 - Exports chat records as files. Chat records shall be exported as .txt files. Users shall be able to select whether to export chat records with a single contact or with all contacts. The time period within which the chat records were generated shall also be specified for exporting.
 - Support security notification. The corresponding plug-in parameter shall be provided to control whether to display the security notification.
 - Filters sensitive words. If an IM carries sensitive words defined in the system, the sensitive words shall be displayed as asterisks (*) at the Rx end.
 - Adds custom emoticons. Images in an IM window can be added as custom emoticons.
 - Support status release and notification. The user online status includes offline, online, busy (calling or conference in-progress), away, and DND. The system shall allow users to customize the substates of Away and Busy states
 - Support the personal signature
 - Support the profile picture.
 - Support notification of contact information changes. After a user modifies his/her own contact information (mobile number, fixed-line number, home number, short number, other number, other number 2, fax, email, personal website, zip code, and address) on

the user portal, the system shall push the new information to the user's online contacts after a period of time.

- Support group creation. The system shall allow users to create a group (contact group or temporary group) on the client.
- Support group dismissal. The administrator of a contact group shall be able to dismiss the group
- Support modification of group information, including the group name, description, bulletin, and whether ID check is needed to join a group. All members in a temporary group can modify the group name. After the information about a group is modified, the system shall notify all online members of the group of the information change in real time.
- Support group search. Users can search for a contact group on the client by group name or ID.
- Allows users to join a group upon invitation. After receiving an invitation, the invited user can accept or reject the invitation. All members in a temporary group can invite others to the group.
- Support member removal. The administrator of a contact group can remove a member from the group.
- Allows users to actively exit a group. A group member can exit the group without approval. If the administrator of a group exit the group, the system shall randomly select a group member as the group administrator.
- Support administrator handover. The administrator of a group can hand over the administrator role to a member in the group.
- Support group file sharing. Each group is allocated with a shared file space of certain capacity.
- Support group lock, that is, switching between a contact group and temporary group.
- Support online file transfer. Two online clients can transfer files to each other.
- Support offline file transfer. Files can be sent to an offline user.
- Support folder transfer. The client can send the entire folder.
- Support department rearrangement. The department tree of the corporate directory on the client can be displayed according to the sequence specified by the administrator.
- Support system bulletins.
- Support work community management.
- Support sharing.
- Support the comments. Users can comment on the information posted by work community friends.

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- Support the like function. Users can give likes to the information posted by work community friends.
 - Support image query. A user can tap the profile picture of a work community friend in the work community to check all the posted images of this work community friend.
 - Support work community rights management. A user can set the work community rights for each work community friend.
 - Not sharing the user's work community. When enabled, the work community friend cannot see the information posted by the user in the work community.
 - Hiding the work community friend's work community. When enabled, the user cannot see the information posted by the work community friend in the work community.
 - Support the concurrent login of the same user account on multiple terminals. One UC account can be used to log in to the desktop client and mobile client concurrently.
 - Support status aggregation of multiple terminals.
 - Support message synchronization of multiple terminals.
 - Allows users to join a group upon invitation.

1.6.6 IPT Management System

The following features Should be supported by IPT Management System

- Supports multiple web browsers, including Firefox41, Chrome46, and IE9/10/11.
- Supports enterprise portal and user portal.
- Supports password change.
- Supports configuration of a menu rights template.
- Supports user management.
- Supports terminal configuration.
- Supports number management, including querying number resources, creating number resources for enterprises, and binding DID numbers.
- Supports configuration of the auto attendant console services.
- Supports query of call logs.
- Supports enterprise operation statistics.
- Supports users to change their login passwords after logging in to the user portal.
- Supports users to manage their personal information in the corporate directory after logging in to the user portal.

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- Supports management of built-in conferences.
 - Supports IPT service maintenance.
 - Supports users to download the PC client and web conference client on the user portal.

1.6.7 Unified Communication Management System

The following features Should be supported (highlighted) by Unified Communication Management System

- Supports Internet Explorer (IE10, IE11, standard mode), Firefox (Firefox41 and later versions), **Chrome** (Chrome46 and later versions) and the latest releases
- Supported concurrently log in.
- Supports certificate-related configurations, including the user name, password, and download directory (certificate download directory and account configuration on eSight) of the TLS certificates for the Desktop/Mobile Client as well as the iOS certificate password.
- Supports log configurations, including the run log level (Error, Warn, Info, and Debug in descending order; after the run log level is configured, the system prints logs of the configured level and higher levels) and whether to delete operation logs. If the function of deleting operation logs is enabled, the operation log storage duration (months) also needs to be configured.
- Supports audit configurations, including whether to enable message auditing (disabled by default). If message auditing is enabled, the log processing time (the system processes logs to be deleted at the specified time every day) and log backup directory need to be configured.
- Supports authentication configurations, including the following parameters: maximum number of consecutive login failures, restricted login interval, password validity, and password usage period.
- Supports area maintenance, including querying/viewing/adding/modifying/deleting area information, setting area visit, and managing area IP addresses.
- Supports client parameter settings, including adding/querying/setting/modifying/deleting plug-ins.
- Supports the Desktop&Mobile Client upgrade, including querying/releasing/deleting/modifying versions.
- Supports the account list and allows the administrator to query user accounts.
- Supports online user statistics collection, including the total number of online users and the number of Mobile Client users.

1.6.8 Multimedia Conference Server

The following features Should be supported by Multimedia Conference Server

-
- Supports deployment on a general-purpose server.
 - Supports multiple modes for joining a conference, including but not limited to the following: being invited to a conference, joining a conference through the link in the email notification, joining an instant conference, actively dialing the conference access code, and joining a conference from the conference list.
 - Allows the chair to actively end a conference (data+voice). After the chair ends the conference, the corresponding conference resources are released.
 - Allows a common participant to leave a conference (data+voice) locally. After the participant leaves the conference, other participants are not affected and they can continue the conference.
 - Allows the chair to modify the user name of a participant.
 - Supports display of the conference information.
 - Supports Multiple layout modes:
 - Displays data and video on two different screens.
 - The switch button is displayed only when two video adapters are installed.
 - The primary screen displays the data and the secondary screen displays the video.
 - Switching between single-screen and dual-screen modes in real time is not supported. In dual-screen mode, switching content between the primary screen and secondary screen is not supported.
 - Provides multiple operation rights for the chair, including:
 - Document sharing: opening and deleting a document
 - Document sharing: saving a document
 - Document sharing: turning pages
 - Document sharing: annotating a document
 - Communicating with all participants in text
 - Communicating with the presenter in text
 - Communicating with a common participant in text
 - Recording the conference
 - Transferring files
 - Provides multiple operation rights for the presenter, including:
 - Document sharing: opening and deleting a document
 - Document sharing: saving a document
 - Document sharing: turning pages
 - Document sharing: annotating a document
 - Communicating with all participants in text
 - Communicating with the chair in text
 - Communicating with a common participant in text
 - Recording the conference
 - Transferring files

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- Provides multiple operation rights for common participants, including:
 - Communicating with all participants in text
 - Communicating with the chair in text
 - Communicating with the presenter in text
 - Communicating with a common participant in text
 - Allows the chair to set the rights (such as chat, recording, and file transfer rights) for other participants.
 - Allows the chair to transfer chair rights to another participant. The chair role change is displayed simultaneously to voice participants. (This function applies to scheduled conferences.)
 - Allows the chair to specify a participant (including the chair) as the presenter.
 - The chair can enable or disable the microphones of other participants; participants muted by the chair can enable their microphones; participants who disable their microphones can enable them again.
 - Invite other numbers, including registered mobile numbers, fixed-line numbers, and other numbers, to a conference.
 - Allows the chair to mute or unmute all participants in a scheduled or instant conference. The chair and speaker cannot be muted, and muted participants can cancel mute by themselves.
 - Allows the chair to invite users from the corporate directory to the conference, invite other numbers of the participants to the conference, or invites users using the email.
 - Supports video sharing. When a video is opened, video sharing starts; when the video is closed, video sharing ends.
 - Supports the following video modes: chair video, presenter video, speaker video, and camera sequencing.
 - Allows users to set the following video parameters: video device, video quality, resolution, frame rate, and average bit rate.
 - Supports video flow control.
 - Supports dual-stream video.
 - Supports group IMs: A group IM can be received by all participants joining the conference in data mode. The message length can contain at most 512 characters. Emoticons can be sent in a group IM.
 - Supports chat record saving: A participant can export chat records into text or HTML files and view earlier chat records in these files.
 - Allows the chair, presenter, or an authorized participant to open a local document to share with all participants. The supported formats shall include PPT/Word/Excel/PDF/text/jpeg/bmp. The document to share shall contain at least 200 pages.

-
- Supports the function of saving a document.
 - Supports the function of turning pages.
 - Supports the function of synchronizing document pages.
 - Supports the function of zooming a document.
 - Supports the function of entering or exiting the full-screen mode.
 - Supports the function of annotating a document.
 - Supports asynchronous browsing.
 - Supports the function of creating a whiteboard page.
 - Supports the function of saving a whiteboard.
 - Supports the function of turning pages.
 - Supports the function of synchronizing whiteboard pages.
 - Supports the function of entering or exiting the full-screen mode.
 - Supports the function of annotating a whiteboard.
 - Supports the function of starting or stopping desktop/application sharing.
 - Supports the function of remotely controlling a shared desktop/application.
 - Supports the function of annotating a shared desktop or application.
 - Supports the function of creating a questionnaire.
 - Supports the function of poll.
 - Supports the function of uploading&downloading a file.
 - Supports the function of deleting an uploaded file.
 - Supports the function of media sharing.
 - Supports the function of releasing a bulletin.
 - Supports the function of taking notes.
 - Supports the function of recording a conference.
 - Supports the dual-screen recording function.
 - Supports voice recording and allows users to record only voice.
 - Supports the function of playing a recorded file.

The following features Should be supported by Devices Management System

- Supports common browsers, including IE9.0/10.0, Firefox31 ESR, and Chrome29.
- Supports Windows 7/Windows 2008 (R2) working with MySQL 5.6, Windows 2008 (R2) Standard working with SQL Server 2008/2012 R2 Standard, or Windows 2012 working with any of preceding database versions.
- Supports SUSE Linux 11 SP3 working with Oracle 11g R2.
- Supports multiple time zones and daylight saving time (DST).
- Supports license management, NE access management, and license loading and query.
- Supports SSH-based remote security maintenance.
- Manages NEs including the trunk gateway and Voice Gateway through the SNMPv1/v2/v3-compliant southbound interface.
- Manages IP phones and SBCs through the TR069-compliant interface.
- Reports alarms to the upper-layer network management system through the SNMPv3-compliant northbound interface.
- Supports NE access management, including automatically discovering NEs and manually adding NEs one by one or in batches.
- Integrates with the service management unit.
- Provides NE maintenance, including managing the Voice Trunk Gateway, Voice Gateway, IP phone, SBC, and UMS. For the Voice Gateway and IP phone, automatic upgrade also needs to be supported.
- Supports QoS monitoring, including at least the following parameters: delay, jitter, packet loss rate, and MOS.
- Displays QoS in charts or tables and supports QoS data export using an Excel file.
- End Points Managemet capacity/type.
- Supported a maximum historical alarms or event alarms.
- Delay in querying alarm records: less than 5s for 100,000 alarm records.
- Supported a maximum concurrent online users.
- Supported a maximum objects in a single topology submap.

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- Supports a maximum online web clients and a maximum concurrent operations.
 - Displays performance counters in histograms and line charts.
 - Supports performance monitoring configurations, allowing the administrator to perform operations (bulk add/delete/query/enable/disable) for NE performance monitoring.
 - Supports query of historical performance data: Data of the recent 30 days can be queried; data can be exported as a .csv file; data can be displayed in curves.
 - Supports performance alarm generation and automatic/manual alarm clearance. Users can set the alarm thresholds.
 - Monitors its own CPU, memory, and disk usage.
 - Supports its own data backup and restoration.
 - Supports label setting and display for objects in the topology.
 - Monitors network running status in the physical topology view, for example, using different colors to indicate different states.
 - Allows the administrator to obtain and browse real-time alarms.
 - Navigates to the topology object that generates an alarm.
 - Supports alarm shielding and shielded alarm query.
 - Supports adjustable alarm severity. Users can redefine alarm severities as required.
 - Supports different sounds and colors for alarms at different severities.
 - Sends alarm notifications using emails or SMS messages.
 - Supports alarm editing and export. The system checks the database capacity periodically and dumps a specified number of historical alarms, shielded alarms, and events to files when the database capacity reaches the threshold.
 - Supports role and user management: adding/deleting/modifying/disabling/enabling users, managing the time segment within which login is allowed, and providing forcible user logout.
 - Supports a comprehensive password policy: The administrator can manage the password validity and define the password change, display, and storage policies.
 - Supports HTTPS-based user authentication.
 - Locks a user account in scenarios such as after consecutive login failures or login duration expiry.
 - Supports security auditing, including auditing security logs, operation logs, and system logs.

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- Supports the following capabilities: TLS certificate management, NE authentication, uploading the certificate to NEs and notifying NEs of the upload in time.

1.6.10 Voice Trunk Gateway

The following features Should be supported by Voice Trunk Gateway

- Adopts the dedicated software and hardware platforms and uses the embedded operating system (for example, VxWorks).
- Passes CE/RoHS/FCC/WEEE certification.
- Features high performance and reliability: CAPS and BHCC.
- Supports AC and DC power supply.
- Supports multiple voice codecs such as G.711A/ μ , G.729a/b, and iLBC.
- Connects to the PSTN and supports call control and number analysis.
- Supports narrowband trunks, including the AT0 analog trunk and PRI, QSIG, ISUP, TUP, and R2 trunks.
- Supports SIP and connects to other voice gateways using SIP trunks.
- Supports E1 load balancing.
- Supports E1 and T1 trunks.
- Supports a maximum of 4 E1 trunks.
- Provides intelligent routing:
 - Routing based on the charging rate
 - Dynamically selecting routes by time segment
 - Rerouting upon routing failures
 - Routing by percentage
 - Routing sequentially
- Supports local regeneration.
- Supports call waiting, call hold, pin-code services in local regeneration state.
- Supports audio and video calls and local outgoing calls in local regeneration.
- Supports the conference function in local regeneration.
- Automatically synchronizes user data from the central voice gateway.
- Supports web configuration.

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- Supports message tracing on the local management console.
 - Can be managed by the unified NE management system.
 - Supports dual power modules.
 - Provides hot swappable service boards.
 - Supports IP network ports in 1+1 backup mode.
 - Supports TLS and SRTP encryption.
 - Supports SNMPv3 and SSH network management.
 - Supports HTTPS-based web maintenance.

1.6.11 **Integrated Access Device**

1.6.11.1 *Small Integrated Access Device*

The following features Should be supported by Middle Voice Gateway

- Connects at least 30 analog phones.
- Supports local switching, which means that users under the same VOICE GATEWAY shall be able to call each other even when the VOICE GATEWAY does not register with or is disconnected from the server. In the case of disconnection from the server, the VOICE GATEWAY shall also support automatic re-registration.
- Uses the SIP IETF protocol.
- Is able to obtain an IP address in multiple modes such as static IP, DHCP, and PPPoE.
- Supports diverse voice codecs including G.711 a-law/ μ -law and G.729.
- Supports voice activity detection (VAD).
- Supports comfort noise generation (CNG).
- Supports echo cancelation (EC).
- Supports packet loss concealment (PLC).
- Supports multiple QoS measures including jitter buffer, VLAN, and type of service (TOS).
- Provides a POTS phone line that supports a transmission distance of at least 2000 meters.
- Supports dual-homing and can check the status of the active server. When the active server fails, the VOICE GATEWAY shall be able to automatically switch to the standby server. When connected to the standby server, the VOICE GATEWAY shall detect the status of the active server. It shall automatically switch back to the active

server once the active server recovers. The VOICE GATEWAY shall be able to switch to the standby server according to server control.

- Supports CE/RoHS/WEEE/REACH certification..

1.6.12 **Session Border Controller**

The following features Should be supported by Session Border Controller

- Supported maximum users and concurrent sessions.
- Supported maximum of TLS encryption users and concurrent calls with SRTP encryption.
- Supported types of Ethernet interfaces, among which at least two interfaces are used for service processing.
- Supported the throughput rate of and line-rate media forwarding.
- Supports dual-power redundancy for the single-node system.
- Supports interworking between SIP and SIP and between SIP and H.323.
- Supports encryption and decryption for TLS and non-TLS SIP signaling.
- Supports encryption and decryption for RTP and SRTP media.
- Supports conversion for the SIP over UDP and SIP over TCP bearer protocols.
- Supports adaptation of the header field in an SIP message and enables users to:
 - Add, delete, modify, and replace the SIP request message header field and header field parameters.
 - Add, delete, modify, and replace the user-defined header field and header field parameters.
 - Add, delete, modify, and replace the SIP response message header field and header field parameters.
 - Directly discard request messages (for example, messages containing specific header fields or parameters) that have predefined characteristics.
 - Directly discard request messages that match specific requirements and returns response codes.
- Supports real-time media detection.
- Supports the media stream bypass function.

If the networks where the calling and called parties are located can communicate with each other, media streams can be directly transmitted between the calling and called parties without being forwarded by the SBC. This function reduces bandwidth usage of the bearer network and improves the call quality.

-
- Supports the media latch functions.

Once the remote media port is specified, the SBC can latch the port. Media packets sent by other ports to the media forwarding interface of the SBC will be discarded by the SBC hardware, except for that relevant session attributes are modified by signaling.

- Supports flexible SIP routing capabilities, including:
 - Routing by the number
 - Routing by the domain name
 - Routing by the media type in the SDP message body, including audio, video, fax, file transfer, image sharing, and instant messaging (IM)
- Provides the following access control and management functions for call capacity resources:
 - Restricting the total number of concurrent calls
 - Restricting the number of concurrent calls for a single service type (such as audio, video, and fax)
- Adjusts the access control policies for registration and call resources based on the CPU usage. Once the CPU usage exceeds the threshold, new service requests should be processed or rejected based on a specified ratio. This mechanism will not stop working until the CPU usage becomes lower than the threshold.
- Supports access control and management for registration and call resources based on the service direction (such as inbound or outbound) and application scenario (such as the access or core side).
- Supports hierarchical resource access control and management capabilities to meet the resource sharing or exclusive use of different user groups in some application scenarios.
- Supports the anti-attack traffic of at least 100 kilo packets per second (Kpps) at the denial of service (DoS)/distributed denial of service (DDoS) signaling layer.

Malicious users who make attacks are masked from the IP layer to ensure high stability of service applications and systems.

- Supports encryption functions, including SIP TLS, SRTP, IPsec IKEV1, and IPsec IKEV2.
- Supports the access control list (ACL) function to prevent unauthorized user access. This function provides access permission control based on the IP layer.
- Supports the packet filtering firewall function to isolate attacks from the network layer, including:
 - DoS attacks: Smurf, source address spoofing, Fraggle, UDP Flood, TCP Flood, ICMP Flood, ICMP extension header, ICMP redirection, and IPv6 extension header
 - Scanning and sniffing attacks: IPv4 options, port scanning, and Tracert
 - Malformed packet attacks: malformed IP packets, special address attacks (broadcast, loopback, and class-E address), oversized ICMP packets, IP

fragmentation error packets, abnormal TCP flag, WinNuke, abnormal IPv4 fragmentation flag, and UDP short header

- Supports the blacklist and whitelist functions.

Malicious users can be identified and dynamically added to the blacklist. VIP users can be added to the whitelist and granted high priorities, improving service security.

- Supports intrusion detection and prevention at the SIP application layer.

This function can analyze historical behaviors of users to identify users who have abnormal behaviors and accordingly implement security defense measures. Various abnormal behaviors can be identified, including malformed packet attacks, brute force cracking (repeated password change or registration attempts and password cracking by enumeration), frequent registration and refresh, invalid request, registration of unauthorized user, pending registration, incomplete call, ultra-short call, empty TCP connection, and excessive packet retransmission in SIP transactions.

- Supports the topology hiding function to convert address information of the network layer and SIP header fields and SDP message bodies (including o, s, c, and m lines) of the application layer. This function implements network isolation and prevents disclosure of network topology information to ensure high security of core network information.
- In some scenarios that have high requirements for security isolation, stronger topology hiding capabilities are needed. Specific parameters in the SIP message, including Call-ID, From tag, To tag, and Branch-ID, need to be hidden and replaced with random numbers to prevent the disclosure of network topology information through the header parameters.
- Provides security protection capabilities at the media plane, including:
 - Pinhole firewall: Media forwarding is implemented through the media port negotiated in a call. The source IP address, source port number, protocol type, destination IP address, and destination port number cannot be forwarded if mismatching packets are detected. After the call is ended, the enabled media port will be disabled and cannot forward media packets.
 - Malformed RTP packet anti-attack: The SBC verifies the version number and payload type of RTP packets. RTP packets will not be forwarded if the payload type of the RTP packets is different from the payload type specified in session negotiation.
 - Media traffic control: The SBC allocates fixed bandwidth to each session based on the codec type used by the session. When the bandwidth occupied by a user exceeds the allowed bandwidth, the SBC will discard excess media packets to prevent bandwidth theft of unauthorized users.
- Supports the traffic control function.

In the case of registration/call/service storms or service overload, the SBC can schedule internal resources in an appropriate manner to ensure secure system operations and high service success rate. Even though the service load is three times as system

specifications, the call success rate still reaches 100% (including calls within system specifications, but not calls beyond system specifications).

- Supports traffic control by priority to preferentially connect emergency calls and calls from VIP users.
- Supports local or remote firewalls.
- Provides the web-based O&M platform to support common service configuration, interface management, hardware and system status monitoring, performance statistics, alarm management, system backup and restoration, and version upgrade management.
- Quickly delimits and locates faults when detecting call errors.

For example, unidirectional communication detection can be conducted to delimit faults such as one-way audio, no audio, short silence, and noise caused by packet loss. In this way, whether call errors are caused by faults on the SBC can be determined.

- Supports the signaling tracing function.

This function dynamically traces and monitors connection processes of interfaces and signaling links, resource usage, and service flows in real time to help locate faults and conduct Interoperability Tests (IOTs).

- Supports hierarchical user rights management.

The system administrator can allocate and manage accounts based on O&M scenarios and perform hierarchical and refined control over user rights management based on user groups and command groups. This achieves minimum authorization to ensure high O&M security.

- Supports the log management function, including operation logs, security logs, and system event logs.

The logs record user behaviors and system running status in detail to help detect intrusion behaviors, recover the system, measure system resource usage, audit operations, and provide electronic evidence.

- Supports alarm management to report the information about errors that occur during system running. Operators can query and view all alarms anytime (in real time or not) and manage the alarms based on the given suggestions.
- Supports performance management.

The SBC collects and analyzes statistics about its operations to provide an overview of the running status of the communications network and the usage of system resources. These statistics provide a reliable data basis for operations management, fault locating, network measurement, and planning & design of the SBC.

1.6.13 **Soft Client**

1.6.13.1 *Soft Client for PC*

The following features will be covered in Soft Client for PC:

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- Support Windows (Windows 7, Windows 8 and Windows 10) operating systems (Mac10, Mac11) and the latest releases
 - Support Instant Message, group, voice and video calling, video conferencing, and data conferencing.
 - Support the message roaming
 - Support sending screenshots.
 - Support receiving voice, picture, doodle, and video messages.
 - Support personal and corporate directories.
 - Support tree-structured corporate directory according to the enterprise's organization structure
 - Support offline file transfer.
 - Support folder transfer.
 - Support data share, such as desktop share and program share.
 - Supports P2P video functions and has video calls with video phones.
 - Support IP phone linkage. This allows users to use PC clients to place, reject, and end calls for the linked IP phones.
 - Supports two calling modes (placing a call directly on the PC client or using the linked IP phone) for users to choose before placing a call or configure on the configuration interface.
 - Support temporary group management and allows any member in a temporary group to initiate discussion.
 - Supports personal and corporate directories. Functions such as multi-keyword search and contact grouping shall be supported.
 - Supports the instant messaging function, including online status display, group management, P2P messaging, group messaging, and message records.
 - Supports IM and file/folder transfer. The administrator shall be able to set whether to allow IM and file transfer between specified PC clients.
 - Allows users to query conference records, system message records, and call recordings.
 - Allows users to mute their own voice locally.
 - Support PC client and mobile client log in at the same time.
 - Support flexible switching among IM, voice calling/conference, and multimedia conference.

-
- Support escalation from P2P IM to a two-party call or from a group IM to a voice conference with a mouse click, and then to a multimedia conference by dragging more users to the window. The PC client shall also support direct upgrade from IM to multimedia conferencing.
 - Supports offline messages and offline file transfer.
 - Supports the message roaming function. Chat records shall be synchronized to the cloud. This function allows users to view the records of messages sent and received on the original client after the user switches to another client.
 - Supports rich media, allowing users to receive voice, picture, doodle, and video messages in P2P and group chats.
 - Allows users to click an email address in the directory to invoke Outlook to send emails.
 - Support integration with Outlook.
 - Allows users to search the corporate directory for contact details.
 - Support matching user-defined sensitive words in the system and replace them using asterisks (*) before displaying them to the recipients.
 - Support creating conferences, scheduling conferences and joining such conferences.
 - Supports concurrent login of multiple terminals. That is, the same UC account can be used to log in to the PC client and mobile client at the same time.
 - Support a voice sampling rate ranging from 8 kHz to 16 kHz.
 - Support the 720p HD video calls.
 - Support acoustic echo cancelation (AEC), automatic gain control (AGC), adaptive jitter buffer (AJB), automatic noise restraint (ANR), comfort noise generation (CNG), packet loss concealment (PLC), voice activity detection (VAD), and sidetone cancelation.
 - Support G.711a, G.711 μ , G.729ab, iLBC, and Opus codecs.
 - Support protocols such as SIP, SDP, RTP, HTTP, TCP, TLS, SRTP, HTTPS, and T.120.
 - Encrypts local data such as the personal directory and personal information using the AES 256-bit algorithm.
 - Support TLS encryption for SIP and HTTP and SRTP encryption using the AES 128-bit algorithm.
 - Support automatic upgrade.

1.6.13.2 Soft Client for Mobile Phone

The following features will be covered in Soft Client for Mobile Phone:

- Support iOS and Android platforms.

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- Provides the voice, video, IM, and conferencing functions.
 - Support G.711a, G.711μ, iLBC, and Opus codecs.
 - Support TLS and SRTP encryption.
 - Support managing contact list, displaying contact status, querying corporate and personal directories, searching the corporate directory for contacts using multiple keywords,
 - Support making VoIP and CTD calls, and performing two-stage dialing.
 - Support instant conferences. A user, as the chair using the mobile client, can convene instant conferences (voice or video/data conference). The content shared by the presenter in a data conference can be viewed on the mobile client.
 - Support scheduled conferences. Mobile clients shall be able to actively join a scheduled conference by dialing the conference access code and entering conference information, or be invited to a scheduled conference.
 - Support the message roaming.
 - Support rich media, allowing users to send and receive voice, picture, doodle, and video messages in P2P and group chats.
 - Support the work community function.
 - Support PC client and mobile client log in at the same time.
 - Support More Secure with Watermarked Content, include view of Istant message interface, view of contact detail and view of contact list.
 - Support access the communication platform via VPN channel which is encrypted. All of communication contents include instant message, status presence, voice call, video call, file transfer and data conference will be transmitted within the VPN.

1.6.14 **Web Conference Client**

Allows users to join a scheduled conference by clicking the link in the email notification without accounts.

1.6.15 **Soft Console**

The following features will be covered in Soft Console Phone:

- Queues incoming calls and allows the attendant to select a call from the queue and answer it.
- Support login and logout.
- Support call hold.
- Support call transfer.

-
- Support display of the original called long/short number.
 - Support display of the calling party's information, including the name, company, and address of the calling party.
 - Support announcement playing for calls placed in the waiting queue. The announcement content can be set and the mode for playing the announcement can be cyclic or with a specified duration.
 - Allows the attendant to set the status to busy.
 - Support the standby number function.
 - Support the night service function.
 - Support call transfer to the auto attendant.
 - Support playing of the attendant's work ID.
 - Queries the current call queue.
 - Queries the basic information and status of an attendant.
 - Changes the ACD status of an attendant.
 - Changes the position of a call in the queue.
 - Selects a call in the queue and answers it.
 - Forwards a call in the queue to a specified number.
 - Forwards a call in the queue to a specified attendant.
 - Replaces the attendant to answer calls.

1.6.16 **IP Phone**

1.6.16.1 High-End Users IP Phone (Qty 100)

The following features will be support by High-End IP Phone:

- The bidding product must be same brand as the call control, media processing, and service platforms.
- Uses the Android 4.2+ operating system and support voice and video communication.
- Adapts the 8-inch multi-touch color screen with 1280 x 800 resolution; provides GUIs for easy use.
- CPU: at least 1 GHz, dual-core
- Memory: at least 1 GB
- Storage: at least 8 GB

-
- Provides a built-in Bluetooth 3.0 module, an HDMI port, and a MicroSD card slot, and supports Wi-Fi access (IEEE 802.11 a/b/g/n).
 - Supports software control of enabling/disabling Wi-Fi, Bluetooth 3.0, MicroSD card, and USB.
 - Supports two 10/100/1000 Mbit/s Ethernet ports.
 - Provides a shutter for the camera that has a dual-color (red and blue) LED.
 - Adopts the integrated portable structure, with a built-in microphone and a camera that supports 2.0 megapixel.
 - Provides an angle-adjustable (-25° to $+15^{\circ}$ relative to the screen) camera and an angle-adjustable (ranging from 55° to 80°) base.
 - Provides PoE and complies with the IEEE 802.3af standard.
 - Supports voice codecs including G.711a, G.711 μ , G.729AB, G.722, iLBC, and Opus (with a sampling rate as high as 48 kHz).
 - Supports video codecs such as H.264MP/BP and supports 1080p @ 30 fps HD video.
 - Supports secure sessions (TLS/SRTP). The video phone shall support 802.1x (EAP-MD5 and EAP-TLS) to ensure network security.
 - Supports QoS mechanisms such as 802.1p/q and ToS/DSCP.
 - Supports network protocols such as TCP/IP, SIP, SDP, UDP, RTP, RTCP, DHCP, DNS, HTTP, HTTPS, SNMP, and XCAP.
 - Supports remote management and maintenance based on TR069, and supports remote automatic upgrade.
 - Supports UC services including corporate directory, calling name and department display, profile picture display, extension mobility, and IP phone linkage.
 - Provided line buttons using icons on the screen.
 - Supports multi-registration.
 - Supports local six-party conferences. A user engaged in an ongoing call can call a third party without ending the current call. After a three-party conference is set up, this user can add more participants (at most six participants in a conference), mute participants, remove participants, or end the conference.
 - Supports multi-party video conferences. A user can be invited to or join a multi-party video conference from the conference list, or create a multi-party (at most 16 parties) video conference. The video phone shall also support video conference control functions, including switching video, viewing the participant list and speaking status, and muting participants with one button press.
 - Provides quality voice with technologies such as anti-clipping (ACLP), acoustic echo cancelation (AEC), automatic gain control (AGC), adaptive jitter buffer (AJB),

automatic noise restraint (ANR), comfort noise generation (CNG), hearing aid compatibility (HAC), packet loss concealment (PLC), voice activity detection (VAD), sidetone cancelation, voice quality monitoring (VQM), and buzz cancelation.

- Provided system ringtones and supports import of custom ringtones in mid/wav/mp3/wma/ogg/3gp format.
- Supports picture-in-picture (PiP), full-screen display of the peer party, and local video preview.
- Supported acontacts in the directory. Contacts can be queried and imported or exported in .csv/vcf format using USB, SDCard, web.
- Passes the RoHS/WEEE/REACH/CE/SASO/NRTL (UL)/FCC/IC certification.

1.6.16.2 Middle-End Users IP Phone (Qty 600)

The following features will be support by Middle-End IP Phone:

- The bidding product must be same brand as the call control, media processing, and service platforms.
- Provides RJ9 and USB headset ports.
- Provides an at-least-5-inch LCD color screen.
- Provides at least two 10/100/1000 Mbit/s Ethernet ports.
- Provides at least four softkeys.
- Provides RJ9 and USB headset ports.
- Provides PoE and complies with the IEEE 802.3af standard.
- Provides ports for connecting to expansion modules. At least three expansion modules and 100 programmable buttons shall be supported.
- The expansion module working with the IP phone provides a 5-inch LCD screen that has 480 x 800 pixels and 16 million colors, provides 20 programmable buttons on one page, and has a second page button that provides access to additional 20 programmable buttons. Therefore, each expansion module can provide 40 programmable buttons. At most three expansion modules can be cascaded to support 120 programmable buttons.
- Programmable buttons on the expansion module support speed dial, BLF, contact group, XML applications, lock, and sleep functions.
- Support Bluetooth.
- Support multi-registration.
- Support common voice codecs, including G.711a, G.711 μ , G.729AB, G.722, iLBC, AAC-LD, G.722.1, G.722.2, and Opus.

-
- Support level-based password management. Administrators and common users shall have different account numbers and passwords.
 - Provides TLS-based SIP signaling encryption.
 - Provides media encryption using the 128-bit AES to avoid unauthorized listening.
 - Support X.509-compliant digital certificates.
 - Support network access control and authentication protocol 802.1x (EAP-MD5/EAP-TLS).
 - Support QoS mechanisms such as 802.1p/q and ToS/DSCP.
 - Support TCP/IP, SIP, SDP, UDP, RTP, RTCP, DHCP, DNS, PPPoE, HTTP, HTTPS, SNMP, and XCAP.
 - Support remote management and maintenance based on TR069.
 - Provides PBX services, including but not limited to call waiting, call hold, call transfer, call forward, DND, BLF, advanced secretary (SCA), distinctive ring tone, designated pickup, group pickup, and call park.
 - Support displaying calling name, department, and profile picture.
 - Support corporate directory, extension mobility, IP phone linkage, contact synchronization, and instant conferencing.
 - Support instant conference. Allows users to initiate a voice conference within a contact group.
 - Support call history, including received, placed, missed, and transferred calls.
 - Support the directory function including local directory, group directory, and support the LDAP protocol.
 - Supports local six-party conferences. A user engaged in an ongoing call can call a third party without ending the current call. After a three-party conference is set up, this user can add more participants (at most six participants in a conference), mute participants, remove participants, or end the conference.
 - Provides server conference control capabilities. Users can join a scheduled conference or start an instant conference using their IP phones. The IP phone shall be able to display the participant list. As the chair in a conference, the IP phone shall be able to add, remove, mute, or unmute participants, or end the conference.
 - Provides quality voice with technologies such as anti-clipping (ACLP), acoustic echo cancelation (AEC), automatic gain control (AGC), adaptive jitter buffer (AJB), automatic noise restraint (ANR), comfort noise generation (CNG), hearing aid compatibility (HAC), packet loss concealment (PLC), voice activity detection (VAD), sidetone cancelation, voice quality monitoring (VQM), and buzz cancelation.
 - Passes the FCC/CE/ROHS/WEEE/REACH/UL certification.

1.6.16.3 *Standard-End Users IP Phone (Qty 1700)*

The following features will be support by Low-End IP Phone:

- The bidding product must be same brand as the call control, media processing, and service platforms.
- Provides an at-least-2.5-inch LCD color screen.
- Features low power consumption (at most 3.5 W).
- Provides at least two 10/100/1000 Mbit/s Ethernet ports.
- Provides at least 10 programmable buttons and four softkeys.
- Provides the RJ9 port.
- Provides PoE and complies with the IEEE 802.3af standard.
- Support multi-registration.
- Support common voice codecs, including G.711a, G.711 μ , G.729AB, G.722, iLBC, AAC-LD, G.722.1, G.722.2, and Opus.
- Support level-based password management. Administrators and common users shall have different account numbers and passwords.
- Provides TLS-based SIP signaling encryption.
- Provides media encryption using the 128-bit AES.
- Support X.509-compliant digital certificates.
- Support network access control and authentication protocol 802.1x (EAP-MD5/EAP-TLS).
- Support QoS mechanisms such as 802.1p/q and ToS/DSCP.
- Support TCP/IP, SIP, SDP, UDP, RTP, RTCP, DHCP, DNS, PPPoE, HTTP, HTTPS, SNTP, and XCAP.
- Support remote management and maintenance based on TR069.
- Provides unified deployment, automatic software upgrade, and web-based management and configuration.
- Support automatic deployment. That is, numbers and passwords are automatically delivered to IP phones.
- Provides PBX services, including but not limited to call waiting, call hold, call transfer, call forward, DND, BLF, advanced secretary (SCA), distinctive ring tone, designated pickup, group pickup, and call park.
- Support displaying calling name, department, and profile picture.

- Support corporate directory, extension mobility, IP phone linkage, contact synchronization, and instant conferencing.
- Support instant conference. Allows users to initiate a voice conference within a contact group.
- Supports local six-party conferences. A user engaged in an ongoing call can call a third party without ending the current call. After a three-party conference is set up, this user can add more participants (at most six participants in a conference), mute participants, remove participants, or end the conference.
- Provides server conference control capabilities. Users can join a scheduled conference or start an instant conference using their IP phones. The IP phone shall be able to display the participant list. As the chair in a conference, the IP phone shall be able to add, remove, mute, or unmute participants, or end the conference.
- Support call history, including received, placed, missed, and transferred calls.
- Support the directory function including local directory, group directory, and support the LDAP protocol.
- Provides quality voice with technologies such as anti-clipping (ACLIP), acoustic echo cancelation (AEC), automatic gain control (AGC), adaptive jitter buffer (AJB), automatic noise restraint (ANR), comfort noise generation (CNG), hearing aid compatibility (HAC), packet loss concealment (PLC), voice activity detection (VAD), sidetone cancelation, voice quality monitoring (VQM), and buzz cancelation.
- Passes FCC/CE/ROHS/WEEE/REACH/UL certification.

1.6.17 Bill of Quantity

Bidder provide the quantity of equipment.

Item	Quantity	Standard	Optional	License
Session Manager	1 Site			
Unified Messaging System				
Presense, Instant Message and Group Services				
IPT Management System				
Unified Communication Management System				
Multimedia Conference Server				
Devices Management System				
Voice Trunk Gateway				

Integrated Access Device		(Required when analog phone&fax are needed)		
Session Border Controller		(Required when extranet access is needed)		
Soft Client	100			
Web Conference Client	90			
Soft Console	4			
IP Phone	2400			
Room based VC Endpoints with options	10			

1.7 SCHEDULE

Generally the projection is to deploy, test and commission all related activities before December 31st 2019. Actual deployment breakdown will be agreed during contract negotiation

1.8 EVALUATION CRITERIA FOR TECHNICAL QUALIFICATION

Technical evaluation shall be guided by the under listed criteria. Bidder requires baseline technical score of 70 % in order to be considered for financial evaluation. This is Quality Cost Based Selection. The technical score share will be 70% and whereas financial share will be 30%. Bidders with highest consolidated score will be merited the project.

Technical Evaluation Criteria for Qualification			
No.	Criteria	Max. Score	Remark
1	Company Profile	30	
	Experience <ul style="list-style-type: none"> ▪ Experience of Unified Communication implementation ▪ Showcases of implemented Unified Communication projects - Ethiopia 	20	

	<p>Local cases: 3 (15 points) Local cases: 2 (10 points) Local cases: 1 (5 points) Customer feedback: (5 point)</p> <p>Important Note:</p> <ul style="list-style-type: none"> ▪ Attach performance certificate of successful completion ▪ Completed projects will be consulted (the completed projects site and address should be clearly specified) 		
	<p>Qualifications and Experience of technical Experts:</p> <ul style="list-style-type: none"> ▪ Project Manager: Highly skilled in project management and experienced in Unified Communication implementation; Project manager with PMP certificate (4 points) ▪ Minimum of 4 technical engineers/experts, highly skilled and experienced in Unified Communication implementation (6 points) <p>Important Note:</p> <ul style="list-style-type: none"> ▪ Attach relevant certificates of the project manager and technical experts (CV and credentials) ▪ Team structure and responsibility matrix should be clearly stated 	10	
2	Hardware, Software, Service technical requirements compliance	35	
	<ul style="list-style-type: none"> ▪ Detail technical requirements compliance of equipment and materials (15 Point) ▪ Software and service compliance (10 Points) ▪ Interoperability compliance, accredited third party certifications (10 points) 		
3	Project Proposal, Methodology, Migration, Implementation plan and after-sales warranty	25	
	Reporting arrangement, change control procedures and risk management procedures	10	

	Delivery schedule, scheduling of implementation of activities and Clarity of time frame	5	
	<p>After-sales warranty:</p> <ul style="list-style-type: none"> ▪ The main equipment's manufacturer should have local office in Ethiopia in order to keep high quality after sales service. ▪ The main equipment's manufacturer/partners should have at least one spare parts center in Addis Ababa. <p>Note: The proof for the manufacturer's/Partner local office & spare parts center should be provided.</p>	10	Mandatory
4	Knowledge transfer and experience sharing	10	
	<ul style="list-style-type: none"> ▪ International trainings and relevant certifications on major Unified Communication infrastructure components ▪ provide the detailed schedule and location of training center 	8	Mandatory
	<ul style="list-style-type: none"> ▪ Onsite training, provide the detailed training subjects and schedule 	2	
5	Must Meet Criteria		
	Tender Specific Manufacturer Authorization Form (MAF). MAF and collaboration shall be subjected to confirmation by the manufacture		Mandatory
	Datasheet for all resources		Mandatory
	Compliance table		Mandatory
	BoQ without Price in your technical Document		Mandatory
	<p>Post deployment executions: 3-years warranty (Replace or repair) and 3 –years support after acceptance</p> <p>N.B. If the manufacture default warranty is more than one years; the default manufacturer warranty shall be considered.</p>		Mandatory
	Third party rating organizations such as Gartner or equivalent will be consulted, and the selected main equipment's manufacturer must be listed in the Gartner magic quadrant for at least three consecutive years.		Mandatory
	Third party rating organizations such as Gartner or equivalent will be consulted, and the selected main equipment's manufacturer must be listed in the Gartner magic quadrant for at least three consecutive years.		Mandatory

Important note:

- **Bidders are expected to carefully see and submit the technical admissibility criteria on the bidding document**
- **As the project is on turnkey basis, partial offer will be automatically rejected**
- **Visits of completed Unified Communication projects in Ethiopia will be part of technical evaluations**
- **The brand of selected IPT and UC system should be listed in the Gartner Magic Quadrant for Unified Communications.**
- **The main products such as the IP Phone, Soft Client, call control, media processing, service platforms, server, Session Border Controller and storage should be the same brand to ensure high quality. And all of the main devices should be monitoring by a unified device management system.**
- **respondents should use their knowledge and experience within the communications industry to recommend a creative solution that will meet or exceed the requirements**

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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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

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 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 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 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 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:

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.

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.

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.

¹¹ a “party” refers to any participant in the procurement process or contract execution.

- (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

3.1 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

- 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

- 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

- 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

- 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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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	<p>The addresses for notices are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>e-mail: _____</p> <p>Facsimile: _____</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>e-mail: _____</p> <p>Facsimile: _____</p>
GCC Clause 1.6	<p>The Authorised Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultants: _____</p>
GCC Clause 1.7	<p>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:</p> <p>(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;</p> <p>(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;</p>

- (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:

- (a) 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 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.

