



AUDA - NEPAD
AFRICAN UNION DEVELOPMENT AGENCY

REQUEST FOR PROPOSALS (RFP)

CONSULTANCY SERVICES

TO

**CONSULTANCY SERVICES TO DESIGN AND DEVELOP THE AU
TECHNICAL ASSISTANCE AND EXCHANGE PROGRAMME FOR
ENHANCED PARTNERSHIPS TO SUPPORT AGENDA 2063
IMPLEMENTATION**

African Union Development Agency - NEPAD
Procurement Division
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Issued June 26, 2020

Procurement No: 33/AUDA/TCPF/TCP/QCBS/2020

NEPAD PLANNING AND COORDINATING AGENCY

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Section 1. Letter of Invitation

June 26, 2020

TO: Prospective Consulting Firms

1. The African Union Development Agency - NEPAD (AUDA-NEPAD) Intends to apply a portion of its funds towards eligible payments under this Contract, reference number: **33/AUDA/TCPF/TCP/QCBS/2020 - Consultancy Services to Design and Develop the AU Technical Assistance and Exchange Programme for Enhanced Partnerships to Support Agenda 2063 Implementation;**
2. The AUDA-NEPAD now invites proposals to provide the following consulting services: **Consultancy Services to Design and Develop the AU Technical Assistance and Exchange Programme for Enhanced Partnerships to Support Agenda 2063 Implementation.** More details on the services are provided in the attached Terms of Reference in section 6;
3. This Request for Proposals (RFP) is open to all eligible bidders who can demonstrate that they are qualified and experienced to perform the services;
4. Consultants may associate with other firms in the form of a joint venture or a sub-consultancy to enhance their qualifications and experience. Firms from African Union Members States and/or joint ventures will have an added advantage;
5. A firm will be selected under **Quality Cost Based Selection (QCBS)** method and procedures described in this RFP;
6. African Union Emergency Procurement Guidelines will be used for this procurement;
7. 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;
 - Section 7 - Standard Forms of Contract.
8. Consultancy Firm(s) must comply with the following:
 - a) Duly completed and signed Technical and Financial Proposal submission forms;
 - b) At least 3 contactable references in the last five (5) years;
 - c) Complete and signed Curriculum Vitae- (use prescribed and attached form in Section 4.F);
 - d) The proposal is valid for at least the period required (90 days).

9. This is a two envelope bidding. Technical and financial proposals should be submitted in sealed separate envelopes. For email submissions Technical and financial proposals should be submitted to two separate email addresses (submission details are in the RFP);
10. Proposals must be delivered or emailed to the address below on or before **July 24, 2020 by 14:30 hours (South African Time)** and should be clearly marked as **“Consultancy Services to Design and Develop the AU Technical Assistance and Exchange Programme for Enhanced Partnerships to Support Agenda 2063 Implementation Ref: 33/AUDA/TCPF/TCP/QCBS/2020”.**
11. Proposals can also be sent by email, addressed to the address below indicating the title and reference number as subject.

The Chairperson, Internal Procurement Committee (IPC)

African Union Development Agency (AUDA-NEPAD)

230, 15th Road, P. O. Box 218 Midrand,

1685 Johannesburg, South Africa

Email: Technical Proposals: procurement@nepad.org

Financial Proposals: financials@nepad.org

Attention of: Procurement Division

Yours sincerely,

Head of Procurement
AUDA-NEPAD

Section 2: Information to Consultant

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, or a Technical Proposal only, as specified in the Data Sheet for consulting 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 the consultant 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 firsthand 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 licenses and permits 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 consulting 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 consulting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).

(b) Conflict among consulting 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/ Consultants, observe the highest standard of 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,

¹ *In this context, any action taken by a bidder, supplier, contractor, sub-contractor or consultant to influence the procurement process or contract execution for undue advantage is improper.*

² *“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.*

³ *a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*

⁴ *“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.*

⁵ *a “party” refers to any participant in the procurement process or contract execution.*

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.

1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

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

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests

and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to consultants who are Nationals of African Union Member States.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Country specified for Performance of the Services.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 4:
- (i) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).
 - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
 - (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar-chart diagrams showing the time proposed for each professional staff team member (Sections 4E and 4G).
 - (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

Financial Proposal

3.5 The Technical Proposal shall not include any financial information.

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 5. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).

3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and

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,

Opening of Proposals

- except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person signing the proposal.
- 4.2 An authorised representative of the firm initials all pages of the proposal. The representative's authorisation is confirmed by a written power of attorney accompanying the proposal.
 - 4.3 For each 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 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 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, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying score, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. 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 costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 3.7.

5.8 In case of QCBS, the lowest priced Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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:

$$S = S_t \times T\% + S_f \times P\%$$

will be invited for negotiations.

5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the indicated budget price. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest evaluated cost proposal among those that passed the minimum technical score. The selected firm will be invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm's tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS, Fixed-Budget Selection, or the Least-Cost Selection methods. For other methods of selection, an Appendix will be provided for the firm to explain the required information on remuneration rates.
- 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (paragraph 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

Section 3 - Data Sheet

ITC Clause Reference

ITC Clause 1.1 The name of the Client is: **African Union Development Agency – NEPAD (AUDA-NEPAD)**

The method of selection is: **Quality Cost Based Selection Method (QCBS)**

ITC Clause 1.2 **Technical and Financial Proposals are requested and must be submitted separately**

The name and Procurement Number of the assignment are: **Consultancy Services to Design and Develop the AU Technical Assistance and Exchange Programme for Enhanced Partnerships to Support Agenda 2063 Implementation. 33/AUDA/TCPF/TCP/QCBS/2020**

ITC Clause 1.5 The Client will provide the following inputs:

- I) **The AUC will provide all the relevant documents and available data;**
- II) **Introduction of Consultant to relevant stakeholders;**
- III) **Counterpart staff at AUDA-NEPAD;**
- IV) **Any other services approved and deemed necessary by the Client;**

ITC Clause 2.1 Clarifications may be requested up to **five (5) working days before** the submission date.

The address for requesting clarifications is:

**Head of Procurement Division
African Union Development Agency - NEPAD
230, 15th Road, Randjespark
P. O. Box 218, Midrand,
Johannesburg, South Africa.**

e-mail: bathom@nepad.org and copy procurement@nepad.org

Tel:+27-11- 2563600

ITC Clause 3.1 Proposals should be submitted in the **English Language.**

ITC Clause 3.3(ii) The Consultants shall estimate the number of professional staff-months/days required for the assignment in their Technical Proposal.

ITC Clause 3.3(iv) The minimum required experience of proposed professional:

| KEY EXPERTS | Qualifications & Experience |
|--|---|
| Team Leader (Senior Sustainable Development and/or Development Effectiveness) | <p>Qualifications:</p> <ul style="list-style-type: none"> ➤ A minimum of a Master’s degree in development, management, business international relations, sciences or related field with work experience related to development effectiveness incl. human and institutional development <p>Experience:</p> <ul style="list-style-type: none"> ➤ A strong record in development effectiveness, technical assistance and cooperation, institutional development and human capital development in Africa is essential ➤ Direct experience in capacity development, baseline and reporting tools development including familiarity with the AU’s interventions in the field; ➤ At least 20 years of relevant work experience in development management in Africa ➤ In-depth knowledge of Africa’s Agenda 2063 and its sustainable resourcing agenda ➤ Analytical and methodological skills and ability to apply data tools, organize ideas, texts, presentations and reports ➤ Creative thinker, and responds positively to feedback and to different points of view ➤ Excellent planning, creativity and organization skills, as well as, building teams for collaborative work |
| Senior Expert in Management, Finance, Commerce, Business, Economics and Industrialization | <p>Qualifications:</p> <ul style="list-style-type: none"> ➤ A minimum of a Master’s degree in Development Economics, management, international relations, Business sciences or related field with work experience related to development effectiveness incl. human and institutional development <p>Experience:</p> <ul style="list-style-type: none"> ➤ Expert in public sector, business management and Industry with experience in evaluations and sustainable development ➤ Minimum of 15 years of experience in management consulting, focusing on economic and industrial strategies and priorities, commerce, infrastructure, agriculture, R & D etc resourcing ➤ Knowledgeable of development finance, partnerships and sustainable development ➤ Solid experience with formulating development strategies and plans ➤ High level skills in research focusing on evaluation and trends analysis ➤ High level skills in informative mapping exercises, qualitative and quantitative data analysis and baseline development ➤ Experience with information management, excellent technological knowledge and data analysis skills and presentation i.e. infographics etc. ➤ Experience in producing corporate products in development context |
| Senior Monitoring, Evaluation and Reporting Expert | <p>Qualifications:</p> <ul style="list-style-type: none"> ➤ A minimum of a Master’s degree in Project Management, Monitoring and Evaluation, management, international relations, sciences or related field with work experience related to development effectiveness incl. human and institutional development <p>Experience:</p> <ul style="list-style-type: none"> ➤ A strong record in results-based management of global partnerships and development effectiveness |

| | |
|--|---|
| | <ul style="list-style-type: none"> ➤ High level of expertise in developing monitoring, evaluation, tracking and reporting tools with a minimum of 15 years of experience ➤ Experience working with international donors in development cooperation. ➤ In-depth knowledge of Africa’s Agenda 2063 and sustainable financing goals ➤ Hands on experience with the development of recording and reporting templates and formats for periodic progress data collection ➤ Ability to develop appropriate prototypes, databases and apply data tools ➤ Outstanding communication and writing skills, and able to share samples of similar quality of writing. ➤ Analytical and methodological skills and ability to organize ideas, texts, presentations and produce analytical documents and reports ➤ Excellent technological knowledge and data analysis skills and presentation i.e. infographics etc. ➤ Experience in producing corporate products in development context |
|--|---|

ITC Clause 3.3(vi) Reports that are required under the assignment shall be submitted in the **English language.**

ITC Clause 3.4(viii) Additional information required in the Technical Proposal is:
Comments and suggestions to the provided Terms of Reference.

ITC Clause 3.10 Proposals must remain valid for **90 calendar days** after the submission date.

ITC Clause 4.3 Consultants must submit an **original and three (3) copies** of each proposal for hardcopy submissions.
Email submissions must be submitted in PDF version.

ITC Clause 4.4 The address for submission of proposals is:
The Technical and Financial Proposals shall be submitted in the Tender Box situated at the reception on the ground floor OR by email

**ATT: Chairperson, Internal Tender Committee
African Union Development Agency – NEPAD
Procurement Division
230, 15th Road, Randjespark
P.O. Box 218, Midrand 1685
South Africa.**

The outer envelope must be titled, **“Consultancy Services to Design and Develop the AU Technical Assistance and Exchange Programme for Enhanced Partnerships to Support Agenda 2063 Implementation”**

Procurement Number: 33/AUDA/TCPF/TCP/QCBS/2020

For email submissions:

- a) Technical Proposal shall be submitted to procurement@nepad.org indicating the words “Technical Proposal,” in the subject together with title and reference number.
- b) Financial Proposal shall be submitted separately to financials@nepad.org indicating the words “Financial Proposal” in the subject together with title and reference number.

NB: Financial proposals submitted together with technical proposals will be rejected.

ITC Clause 4.5 Proposals must be submitted no later than **JULY 24, 2020 at 14.30 hrs (South African Time)**

ITC Clause 4.6 **For email submissions:** Technical Proposal email shall be opened immediately after deadline for submission of proposals. The Financial Proposal email shall remain unopened until all technical proposals that meet the minimum pass mark are opened publicly. **Bidders are strongly encouraged to secure their financial proposal PDF files by password and hand it over only upon request when opening the financial proposals.**

ITC Clause 5.1 The address for communications to the Client is: **Procurement Division, African Union Development Agency – NEPAD, 230, 15th Road, Randjespark, P.O. Box 218, Midrand 1685, South Africa.** E-mail: bathom@nepad.org and procurement@nepad.org and [Tel:+27112563600](tel:+27112563600).

ITC Clause 5.3 The number of points to be given under each of the technical evaluation criteria are:

The proposal will be evaluated using the following criteria:

Table - Point Distribution of Evaluation Criteria for Technical Proposals

| Evaluation Criteria | | Points |
|--|----------------------------------|--------|
| Specific experience of the Consultant (as a firm) relevant to the Assignment | | 10 |
| Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i> | Technical Approach & Methodology | 15 |
| | Work Plan | 10 |
| | Organization & Staffing | 5 |

Section 3. Information to Consultants – Data Sheet

| | | |
|--|---|------------|
| Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i> | Position K-1: [Team Leader – Development] | 20 |
| | Position K-2: [Senior Expert: Management, and Business Development] | 15 |
| | Position K-3: [Senior Expert: Monitoring, Evaluation and | 15 |
| Local participation (as reflected by nationals of AU Member States among key staff presented by foreign and local firms Calculated as a ratio of the local Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal. | | 6 |
| Firms Knowledge of the AU Region & Culture of the sector | | 4 |
| Total | | 100 |

Table - The points given to evaluation sub-criteria for qualifications and competence of Key Experts are: The number of points to be assigned to each of the Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights

| Evaluation Criteria | Points |
|--|------------|
| Qualifications (relevant education, training, etc) | 30 |
| Adequacy for the Assignment (, experience in the sector/similar assignments) | 60 |
| Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): | 10 |
| Total | 100 |

The minimum technical score required to pass is: 70 points.

ITC Clause 5.7 The single currency for price conversions is: **United States Dollars (USD).**

The source of official selling rates is: **United Nations Exchange Rate,**

The date for exchange rates is: **submission date indicated in ITC4.5.**

ITC Clause 5.8 The formula for determining the financial scores is: $S_f = 100 \times F_m/F$
Where S_f is the financial score, F_m 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: **To be Advised (TBA)**

ITC Clause 7.2 The assignment is expected to commence on: **As soon as the AUC Internal Procurement Committee has approved this Procurement of Consultancy Services.**

Section 4. Technical Proposal - Standard Forms

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 4C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.
- 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 consulting services for {*Title of consulting services and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial⁶ Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of Firm:
Address:

⁶ In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete “and a Financial Proposal sealed under a separate envelope.”

4B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last 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

On the Terms of Reference:

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

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

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

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

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Technical/Managerial Staff | | |
|--------------------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |
| | | |

| 2. Support Staff | | |
|-------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Languages:

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

Employment Record:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorised representative: _____

4H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

| | <i>[1st, 2nd, etc. are months from the start of assignment.]</i> | | | | | | | | | | | | |
|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|--|
| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th | |
| Activity (Work) | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

B. Completion and Submission of Reports

| Reports | Date |
|--|------|
| 1. Inception Report | |
| 2. Interim Report (a) First Status Report (b) Second Status 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 Remuneration
- 5E. Reimbursable per activity.
- 5F. Miscellaneous 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) ⁷ | Amount(s) |
|------------------------------------|----------------------------|-----------|
| Total Amount of Financial Proposal | | <hr/> |

⁷ 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 REMUNERATION

| No. | Name | Position | Person-month Remuneration Rate Currency ____ | Time Input in Person/Month | TOTAL Currency ____ |
|-------|------------------------|----------|--|-------------------------------|------------------------|
| _____ | Key Experts | | | | |
| K-1 | | | [Home] | | |
| | | | [Field] | | |
| K-2 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| _____ | Non-Key Experts | | | | |
| N-1 | | | [Home] | | |
| N-2 | | | [Field] | | |
| | | | | | |
| | | | | | |
| | Total Costs | | | | |

5E. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name of Activity: _____

| Item No. | Description | Unit | Quantity | Currency | Unit Price | Total Amount |
|----------|-------------|------|----------|----------|------------|--------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| | Grand Total | | | | | _____ |

5F. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

| Item No. | Description | Unit | Quantity | Currency | Unit Price | Total Amount |
|----------|-------------|------|----------|----------|------------|--------------|
| 1. | Grand Total | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | _____ |

SECTION 6: TERMS OF REFERENCE

| TERMS OF REFERENCE | |
|----------------------------|--|
| Program: | Enhancing Africa’s Partnerships and Technical Cooperation for Agenda 2063 Implementation |
| Project: | Mobilising Domestic Partnerships: AU Technical Assistance and Exchange Facility |
| Position type: | Firm with senior experts in Africa’s socio-economic transformation, sustainable and development effectiveness with qualifications in Development Studies, Social Sciences, Business Management, Commerce or Economics, Monitoring, Evaluation and Reporting |
| Business Unit: | Directorate of Technical Cooperation and Programme Funding Technical Cooperation & Partnerships Division |
| Conditions of work: | <ul style="list-style-type: none"> - Consultancy for a period of 120 person/working days over 4 months - Home-based assignment with supervision of AUDA-NEPAD |

BACKGROUND

The AUDA-NEPAD is tasked with undertaking the full range of resource mobilisation and to serve as the Continent’s technical interface with all of Africa’s development stakeholders and development partners. A particularly important component of this mandate is a focus on mobilising, nurturing and deployment of Africa’s domestic partnerships, which is a key element of the Continent’s core and innate assets for development, without which progress is hampered.

Agenda 2063 sets forth a transformational vision and development framework for the Continent. As its ultimate goal, Agenda 2063 foresees “an integrated, prosperous and peaceful Africa, driven by its own citizens,” and underscores the need for the Continent to develop primarily through its own human assets and potential. This ambition demands an active participation of African technical expertise, coupled with the mobilisation of both domestic financial and institutional resources in order to fully realise the Continent’s aspirations. Hence, the African Union prioritises the effective use of domestic technical expertise, as part of the Continent’s conditions for sustainability. This is particularly important for the achievement of the key priority areas and flagship programmes aimed at boosting Africa’s socio-economic development towards the delivery of both qualitative and quantitative transformation outcomes.

In order to directly support this objective, the AUDA-NEPAD is contributing to a strategy that targets the effective and innovative use of domestic partnerships and resources, which includes skills and expertise in scaling-up implementing capacities at all levels. Overall, this need is necessitating the AUDA-NEPAD, as the technical and implementing Agency of the Union, to promote innovative partnerships that place African people as the Continent’s most important resource, at the centre of development efforts.

OBJECTIVE OF THE ASSIGNMENT

The attainment of Agenda 2063 and its key priorities requires utmost urgency and innovative action by change agents at all levels of the African society. In response to this need the AUDA-NEPAD is establishing an AU Technical Assistance and Exchange Facility. The Facility will connect high-level scarce expertise in the specialized fields of socio-economic development, drawn from academia, research institutions, civil society, and the private sector, within a framework of regional integration. The main aim is to guarantee the provision of a readily available facility and pool of experts as a prerequisite for realizing the continent's transformation agenda. Through the Facility AUDA-NEPAD intends to create a sustainable mechanism to rekindle and foster the spirit of Africans purposefully working together towards the Africa We Want.

Guided by the ethos of Africa's regional integration objective, the Facility will identify, leverage, orient and deploy a wealth of knowledge, skills, and expertise thereby strengthening domestic partnerships to enable the full use of African potentialities. Further, the facility will harness Africa's innate resourcefulness to effectively implement Agenda 2063 for national and regional gains. The Facility will also contribute to the development, testing, and enhancing of an Africa-wide ecosystem of dynamic and innovative technical expertise and skills to fulfil the demands of AU Member States focusing on high value areas with multiplier and causal effects and potential.

SCOPE OF THE ASSIGNMENT

The objective of the consultancy is to conceptualize and develop specifications, framework and mechanism to operationalize the AU Technical Assistance and Exchange Facility to support change efforts across the continent. To this end the consultant will provide technical and operational expertise in the establishment of a robust pan-African architecture for mobilising, leveraging, nurturing and deploying expert and stakeholder assets in enhancing Africa's collective capabilities. Therefore, the consultant will be expected to carry out and deliver on the following tasks:

- i. Undertake a desk review of existing and previous intra-Africa technical assistance programmes, develop a conceptual framework, results framework, and baseline for the proposed Technical Assistance and Exchange Facility;
- ii. On the basis of the conceptual framework develop a prototype and facilitate stakeholder engagements for input towards consensus and buy-in;
- iii. Based on outcomes of stakeholder consultations from (ii), develop an operational framework for the Facility, including criteria, qualification, core principles, appropriate structure and functions, governance, critical/priority areas of work, modus operandi, accountability mechanisms, etc;
- iv. Provide technical guidance and back-stopping in establishing and building the expert facility, requisite structures and formations including identification of potential partners, orientation of partners;
- v. Support the development of the digital interface of the AU Facility for use by RECs, AU organs and institutions and Member States;
- vi. Develop an operational guide and templates for user institutions;
- vii. Develop a Business Plan, 2021 – 2023 Workplan and Budget, and draft Funding Proposal for resource mobilization;
- viii. Develop a Monitoring, Evaluation, Tracking and Reporting Tool;
- ix. Make recommendations for orientation and interventions to strengthen diverse forms of domestic technical partnerships; training, coaching, and continuing education; etc. for a results-oriented matching of demand and supply of expertise along specific Agenda 2063 delivery areas;
- x. Propose recommendations to link the Facility with the AU Partnership Strategy; and
- xi. Prepare a Report on the Status of Domestic Technical Assistance and Partnerships in Africa.

DELIVERABLES / REPORTS AND SCHEDULE OF DELIVERIES

The Service Provider will be expected to deliver the following

- i. Inception Report - containing firm's understanding of the ToRs, proposed methodology and workplan with timelines for all the tasks and a review of existing and previous intra-Africa technical assistance programmes 14 days after contract is signed;
- ii. Baseline, Conceptual and results framework - based on AU partnerships principles
- iii. Digital Technical Assistance Database Concept and Prototype - with detailed specifications of the Facility vis-à-vis Agenda 2063 and its flagships
- iv. A monitoring, evaluation, tracking and reporting tool - outlining performance indicators, outputs and outcomes with clear definitions, milestones, data collections strategies, frequency of collection, methodologies for measurement, and responsible actors for data collection
- v. TAEF Operational framework, Business Plan, 2021 – 2023 Workplan and Budget and Draft funding Proposal for the Facility – practical and ready to support roll-out
- vi. Tailored templates for expert facility along major priority areas and Agenda 2063 flagships;
- vii. An operational guide for key partners on how to contribute to, manipulate and maintain and the expert facility with specific roles and responsibilities;
- viii. Publication - on the Status of Domestic Technical Assistance and Partnerships in Africa.
- ix. Final Report – upon completion of the assignment, the Firm shall submit stakeholder validated final products (on items above) and a Report, accompanied all stakeholder consultative engagements by 15 December 2020

DURATION OF THE ASSIGNMENT

Consultancy for a period of 120 working days over 4 months.

GOVERNANCE AND SUPPORT BY THE AFRICAN UNION

The consultancy will be jointly managed by the Directorate of Technical Cooperation and Programme Funding's Technical Cooperation and Partnerships Division.

EXPERIENCE OF THE FIRM

The development consulting firm should have demonstrable experience working with international and development agencies on similar assignments. The firm should have sound experience with developing regional strategies and action plans, mapping, interactive platforms and database design, as well as, production of development reports.

QUALIFICATION AND EXPERIENCE OF KEY EXPERTS

The firm must dedicate a team of experts composed of senior experts with a minimum of a Master's degree. The Team Lead will have over 20 years of experience in development, and senior experts with a minimum of 18 years of experience of proven work expertise and experience in relevant technical areas in the African context as follows: (i) Sustainable Development or Development Effectiveness, Institutional and Human Development (ii) Business Studies, Management or Development Finance, Political and Social Science and (iii) Monitoring, Evaluation and Reporting with overall report writing skills by all team members.

| Position of Key Expert | Experience and Qualification |
|--|--|
| Senior Sustainable Development and/or Development Effectiveness | <ul style="list-style-type: none"> - A strong record in development effectiveness, technical assistance and cooperation, institutional development and human capital development in Africa is essential - Direct experience in capacity development, baseline and reporting tools development including familiarity with the AU's interventions in the field; - At least 20 years of relevant work experience in development management in Africa - In-depth knowledge of Africa's Agenda 2063 and its sustainable resourcing agenda - Analytical and methodological skills and ability to apply data tools, organize ideas, texts, presentations and reports - Creative thinker, and responds positively to feedback and to different points of view - Excellent planning, creativity and organization skills, as well as, building teams for collaborative work - A minimum of a Master's degree in development, management, business international relations, sciences or related field with work experience related to development effectiveness incl. human and institutional development |
| Senior Expert in Management, Finance, Commerce, Business, Economics and Industrialisation | <ul style="list-style-type: none"> - Expert in public sector, business management and Industry with experience in evaluations and sustainable development - Minimum of 15 years of experience in management consulting, focusing on economic and industrial strategies and priorities, commerce, infrastructure, agriculture, R & D etc resourcing - Knowledgeable of development finance, partnerships and sustainable development - Solid experience with formulating development strategies and plans - High level skills in research focusing on evaluation and trends analysis - High level skills in informative mapping exercises, qualitative and quantitative data analysis and baseline development - Experience with information management, excellent technological knowledge and data analysis skills and presentation i.e. infographics etc. - Experience in producing corporate products in development context - A minimum of a Master's degree in Development Economics, management, international relations, Business sciences or related field with work experience related to development effectiveness incl. human and institutional development |
| Senior Monitoring, Evaluation and Reporting Expert | <ul style="list-style-type: none"> - A strong record in results-based management of global partnerships and development effectiveness - High level of expertise in developing monitoring, evaluation, tracking and reporting tools with a minimum of 15 years of experience - Experience working with international donors in development cooperation. |

| | |
|--|---|
| | <ul style="list-style-type: none"> - In-depth knowledge of Africa’s Agenda 2063 and sustainable financing goals - Hands on experience with the development of recording and reporting templates and formats for periodic progress data collection - Ability to develop appropriate prototypes, databases and apply data tools - Outstanding communication and writing skills, and able to share samples of similar quality of writing. - Analytical and methodological skills and ability to organize ideas, texts, presentations and produce analytical documents and reports - Excellent technological knowledge and data analysis skills and presentation i.e. infographics etc. - Experience in producing corporate products in development context - A minimum of a Master’s degree in Project Management, Monitoring and Evaluation, management, international relations, sciences or related field with work experience related to development effectiveness incl. human and institutional development |
|--|---|

MAN/MONTH (MAN/DAYS)

| Position of Key Expert | Time Input in Days |
|--|---------------------------|
| Team Leader: Development Effectiveness or Management & Business Dvpt | 50 workdays |
| Senior Expert: Management, Business/Development or Development Effectiveness | 40 workdays |
| Senior Expert: Monitoring, Evaluation and Reporting | 30 workdays |
| Tptal time Input | 120 workdays |

**African Union Development Agency -
NEPAD**

**Consultant Services
Complex Lump-Sum Payment**

**Consultancy Services to Design and Develop the AU
Technical Assistance and Exchange Programme for
Enhanced Partnerships to Support Agenda 2063
Implementation**

between

**African Union Development Agency - NEPAD
(AUDA-NEPAD)**

and

[Name of the Consultants]

Procurement Number: 33/AUDA/TCPF/TCP/QCBS/2020

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, **African Union Development Agency (AUDA-NEPAD)** (hereinafter called the “Client” or “AUDA-NEPAD”) having its principal headquarters located at 230, 15th Road, Midrand, Gauteng, South Africa; postal address: Private Bag 218, Halfway House 1685, Midrand, South Africa;

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;

Appendix A: Description of the Services- Applicable

Appendix B: Reporting Requirements- Applicable

Appendix C: Company’s profile - Key Personnel and Sub-Contractor(s) - Applicable

Appendix D: Breakdown of Contract Price in Foreign Currency – Applicable/Not applicable

Appendix E: Breakdown of Contract Price in Local Currency – Applicable/Not Applicable

Appendix F: Services and Facilities Provided by the Client – Applicable/ Not Applicable

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 the NEPAD Planning and Coordinating Agency

Dr. Ibrahim Assane Mayaki
Chief Executive Officer

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 and the rules and regulations in conformity with UNCITRAL (United National Commission on International Trade Law);

(b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) are attached, together with all the appendices and 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-Contractor 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-Contractor” 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-Contractor.

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 SCC 1.1 (d) and 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/Agencies, such as AUDA-NEPAD, 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. As a result, the Client shall not carry any responsibility in this regard.

The Consultants, Sub-Consultants, and their Personnel shall be deemed responsible to pay such taxes, duties, fees, and other impositions as may be levied by the law of their domicile country or any national law.

The Contract price as defined in SCC Clause 6.2 shall in no event be used to pay taxes, duties; fees and other impositions as may be levied by any national law and the Client is thus, unambiguously considered as waived from any liability or responsibility (whether financial or not) in this respect.

1.8. Corruption The Consultants declare that:

- a) They did not engage in any action to influence the Project implementation process to the detriment of the Client, in particular no collusive practice took place nor shall take place, and
- b) The selection proceedings, contract negotiations, award, and execution have not and shall
- c) not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

1.9. Environmental and Social Standard

The Consultants undertake to:

- (i) comply and ensure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the countries of implementation of the Project, including the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties;
- (ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.

1.10. Relationships Between the Parties

Nothing contain therein shall be construed as establishing a relationship of master and servant or principal and agent between the Client and the Consultants, its personnel, its subcontractors or any other person, firm and/or third party acting on behalf of the Consultants in carrying out the Services, nor shall they be deemed as employees of the Client.

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”) on which the Client’s Letter of Acceptance instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effective conditions, if any, listed in the SCC have been met.
- 2.2 Commencement of Services** The Consultants shall begin carrying out the Services immediately 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 GCC 2.6, this Contract shall terminate at the end of such 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 and shall not be effective until the consent of the Client, as the case may be, has been obtained.
- 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 it impossible for a Party to perform its obligations under the Contract or so impractical as to be considered impossible under the circumstances. Force Majeure includes, but 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 for which a party is unable to perform the expected services due to a situation occasioned by Force Majeure, the Client may suspend the Contract, in whole or in part, for the duration of the situation created by Force Majeure and reinstate the Services immediately after that situation ceases to exist.

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), (b), (c) and (f) of this GCC Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (d) and seven (7) days' in the events referred to in (e) of this GCC Clause 2.6.1:-

- (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 the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 7 hereof;
- (d) 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;
- (e) if the Consultants, in the judgment of the Client have engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract or is within the generally recognized scope of conflict of interest. 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;

“conflict of interest”^{1, 2, 3, 4} is seeking or obtaining from a party/another party benefit, advantage, legal or financial agreement or anything of more than nominal value that would otherwise not be available without the aid and support of this party/another party,, or not disclosing the fact that the Consultants has previous personnel or professional relationships with such party/another party which would therefore have excluded the Consultant from a procurement process.

- (f) 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

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.

the occurrence of any of the events specified in paragraphs (a) and (b) of this GCC Clause 2.6.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to GCC Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as a 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, subject, thereof, to the mutual written settlement between the Client and the Consultants, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.

2.7 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise or agreement not set forth within the Contract or written modifications thereto pursuant to GCC Clause 2.4 and the Parties shall not be bound by or be liable for.

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 (i) highest standards of professional, technic and practices; due diligence, economy, efficiency, ethical competence and integrity, (ii) submit to the Client satisfactory and complete deliverables/reports as required under this Contract and (iii) shall observe sound management practices, and employ appropriate

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.

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.

The Consultants in performing the Services, shall accept, promptly act upon, and comply with such instructions and directions as may be issued by the Client from time to time.

The Consultants shall promptly replace any employee/personnel/sub-contractor assigned under this Contract that the Client considers unsatisfactory.

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 employ good practices 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 discharge 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 shall not, during the term of this Contract and within five (5) years after its expiration, communicate to any person or entity any proprietary or confidential information disclosed to him for the purpose of performing the Services, or obtain by them in the course of performing the Services, make public statements concerning this Contract or the Client's business or operations without the prior written consent of the Client. The Consultants shall exercise sufficient control over any confidential information in order to preserve the confidential nature thereof and to safeguard the confidential information from theft and/or access by unauthorized person and to ensure that the confidential information are not used in an unauthorized manner.
The provisions of this Article shall survive the expiration or termination of the Contract
- 3.4 Insurance to be Taken Out by the Consultants** The Consultants shall (a) 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 request of the Client, 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. Consultants Responsibility and Liability** The Consultants shall be deemed fully responsible and liable for any special, indirect, incidental, punitive or consequential damages whatsoever whether arising in tort (including negligence), contract, or any other theory of law (including, without limitation, damages for loss of business profits, business interruption, loss of goodwill or early termination) arising from or relating to the carrying out of this Contract.
- 3.8 Documents Prepared by the Consultants to Be** All property and intellectual property rights in all documents, studies, reports, statistics, data or other material, graphic, software or otherwise, provided; made available to, created, obtained, compiled

the Property of the Client

or prepared by the Consultant for the Client under the Contract and submitted to the Client in accordance with Clause 3.6 shall be vested in become and remain the exclusive property of the Client for an unlimited duration, without exceptions nor reserves whatsoever,.. All such documents, studies, reports, statistics, data and other material, graphic, software or otherwise shall, upon completion of the Services or termination of this Contract, be promptly returned to the Client , together with a detailed inventory thereof upon expiration or termination of the Contract. The Consultant may retain a copy of such documents, studies, reports, statistics, data and other material, graphic, software or otherwise for a professional only use but excluding for any commercial use.

The provision of this article shall survive the expiration or termination of the Contract.

3.9 Sub-contracting

- (a) The Consultants may not, without prior written authorisation from Client, sub-contract, in whole or in part, the execution of the Contract.
- (b) Even where such authorisation is granted, the Consultants shall not in any way be discharged from their contractual obligations and responsibilities towards the Client.
- (c) The Consultants shall under no circumstances be habilitated to act as a legal representative of the Client, vis-à-vis a sub-contractor or any other natural or legal person. Should the Consultants conclude a sub-contracting agreement, without prior authorisation, the Client may cancel the contract without formal notice and, if need be, demand compensation and interest.
- (d) The Consultants shall apply all obligations set out in the Contract to its sub-contractor(s).
- (e) The Consultants shall remain solely liable to its Sub-Contractors, and shall indemnify, defend and hold harmless the Client from any and all claims of liability, damages or expenses arising in any way from the execution of the said sub-contracts.
- (f) The Client shall be entitled to request the communication of the sub-contracting agreements entered into by the Consultants and its sub-contractors.

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 higher 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 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, to be paid subject to the satisfactory performance of the Services; shall not exceed the Contract Price and shall be a fixed and non-negotiable 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 in writing to additional payments in accordance with GCC Clause 2.4.

6.2 Contract Price

The price payable in the 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 shall 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 delays payments beyond ninety (90) days after the receipt by the Client of the Consultant's invoice, interest shall be paid to the Consultants for each day of the delay at the rate stated in the SCC.

7. INSPECTION, MONITORING AND CONTRACT PERFORMANCE EVALUATION

The Client or its representative shall have the right to monitor and evaluate the Services undertaken by the Consultant to ascertain their conformity with the Contract which is a prerequisite for the payment of the Consultants' fees.

Should any evaluation of Services undertaken fail to conform with the specifications/standard contained in the Contract, the Client may refuse to accept/approve the Services Performed and the deliverables submitted and may take any or all of these decisions as of right, (i) not to pay the Consultants' Contract Price as contemplated in SCC Clause 6.2 as payment(s) shall be considered null and void and be released from its obligations and; or (ii) request the reimbursement of the advance payment or the instalment(s) already paid to the Consultant or (iii) request the Consultants to make the modifications as necessary to meet the requirements stated in the Contract, at no additional cost to the Client, whatsoever. Consequently, the Consultants hereby expressly agrees to revise/rewrite the deliverables/reports as described in Appendices A and B in line with inputs/comments by the Client in order to comply with the requirement of satisfactory performance of Services of high quality, at no extra costs.

8. WARRANTIES

- 8.1. The Consultant warrants that any materials, data, documents used under the Contract are new, unused and originals.
- 8.2. If the Consultant, having been notified, fails to remedy any deficiency within an agreed period, the Client may proceed to take remedial action at the Consultant's risk and expense.

- 8.3. The Consultant covenants that during the term of this Contract he shall abide by, and take all measures necessary to enable him to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed

9. SETTLEMENT OF DISPUTES

8.1 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.

8.2 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.

NB: Contract terms to be finalized during Contract Negotiations

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: West African Economic and Monetary Union (UEMOA) Member States. |
| GCC Clause 1.3 | The language of the Contract is English |
| GCC Clause 1.4 | The addresses for notices are: Client NEPAD Planning and Coordination Agency Attn: Head of Procurement 230 15 th Road, Randjespark 1685, Midrand, Johannesburg, South Africa procurement@nepad.org |
| | Consultants: _____ Attention: _____ e-mail: _____ Facsimile: _____ |
| GCC Clause 1.6 | The Authorised Representatives are: For the Client: Dr. Ibrahim Mayaki, The Chief Executive Officer For the Consultants: _____ |
| GCC Clause 2.1 | The effectiveness of the Contract is subject to the following conditions: The signature of the Contract by both Parties within ten (10) working days after the date of submission of the Contract failing which the negotiations shall be considered as broken off indefinitely and the proposed draft Contract shall become null and void, and; |
| GCC Clause 2.2 | The Contract shall come into force and effect on date of last signature by either of the Parties (“Effective Date”) until the expiration of the Contract as stated hereinafter. |
| GCC Clause 2.3 | The time period for expiration of the Contract shall be six (6) months from the effective date of the Contract or such other time period as the parties may agree in writing. |

- GCC Clause 3.4** The risks and insurance coverage, at the exclusive costs and expenses and responsibility of the Consultants, 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 US\$ 500,000;
 - (b) Third Party Liability Insurance, with a minimum coverage of US\$1,000,000
 - (c) Professional Liability Insurance, with a minimum coverage of US\$1,000,000;
 - (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 The amount is (currency)..... (words and figures..... excluding/including any and all taxes, levies, duties, fees and other impositions as may be levied by any national laws of the countries specified in SCC Clause 1.1 (d), or in South Africa and including social charges, salaries; travels (including airport taxes, visas and transportation to the airport), transportations (urban local transportation expenses), accommodations and per diems, printing, duplication, translation and shipping of documents and in a more general manner, all costs incurred for the performance of the Services.

Any taxes, levies, duties and other obligations that may be imposed on the Consultants by any national laws shall be exclusively born by the Consultants.

The Contract Price shall be paid in It must be noted that the conversion and transfer costs from to any other currency, any risk of change as well as any inconvenience from potential delays related to shall be borne exclusively by the Consultant.

GCC Clause 6.3 NOT APPLICABLE

GCC Clause 6.4 The Consultants' bank account is:
Account Number:

Account Name:
Bank Name:
Branch Name:
Branch Address:
Branch Code:
Swift Code:

Schedule of Payments

Payments shall be made according to the following schedule:-

1st Payment: *Ten (10) percent* of the lump-sum amount shall be paid upon submission and approval of inception report, conceptual framework and results framework and baseline for the proposed Technical Assistance and Exchange Facility, together with methodology and workplan with timelines detailing how Assignment will be accomplished with realistic timelines;

2nd Payment: *Thirty (30) percent* of the lump-sum amount shall be paid upon submission and approval of validated draft prototype with detailed specifications of the Facility and operational framework for the proposed Technical Assistance and Exchange Facility;

3rd Payment: *Forty (40) percent* of the lump-sum amount shall be paid upon submission and approval of Operational Guide, Business Plan, 2021 – 2023 Workplan, Budget, Draft funding Proposal, and M & E, Tracking and Reporting Tool; and

Final Payment: *Twenty (20) percent* of the lump-sum amount shall be paid upon submission and acceptance of final overall activity report.

The corresponding invoice(s) to the Schedule of Payments shall be sent by the Consultants either as an attachment to the Deliverables/Reports contemplated herein or **within a maximum period of fifteen (15) calendar days following the expiration of the Contract**, failing which such invoice(s) shall be deemed as null and void.

Conditions of Payment

Each installment as defined in the Schedule of Payment above, shall be paid under the following cumulative conditions: (i) after completion of its Services as per the Contract, the Consultants shall submit the targeted deliverables/reports to the Client as stipulated in Appendix 1 for approval; (ii) satisfactory completion of the Consultant's Services as per the provisions of the Contract and its Appendix A and; (iii) full compliance with the reporting obligations and submission of all Reports/Deliverables within the strict deadlines as contemplated in Appendix B.

Payments shall only be made and considered as due when the invoices are formally approved by the Client's Coordinator in line with the provisions contemplated in GCC Clause 7.

Terms of Payment(s)

Payment(s) shall be made in the currency stated in the Contract and not later than thirty (30) days after the formal approval of the invoice(s).

GCC Clause 6.5 The annual interest rate is 5%.

GCC Clause 7.2 Settlement of Disputes:

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 UNCITRAL as at present in force.

In any arbitration proceeding hereunder:

In any arbitration proceeding hereunder:

- (a) unless otherwise agreed by the Parties, proceedings shall be held in Ethiopia;
- (b) the English language shall be the official language for all purposes; 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.

APPENDIX A — DESCRIPTION OF THE SERVICES

BACKGROUND

The objective(s) of the Contract is/are as follows:

- i. ;
- ii. ;
- iii. ;
- iv. ; **and**
- v.•

1. MAIN RESPONSIBILITIES AND DESCRIPTION OF THE SERVICES TO BE PERFORMED BY THE CONSULTANTS

a. MAIN RESPONSIBILITIES

The Consultants shall be fully responsible to carry out the following Services:

b. GENERAL METHODOLOGY

The following methodology shall be implemented by the Consultants:

2. WORK PLAN AND TIMEFRAME FOR THE DELIVERABLES

.....A TABLE

3. BREAKDOWN OF THE CONTRACT PRICE

.....A TABLE

APPENDIX B—REPORTING REQUIREMENTS

B.1. REPORTING OBLIGATIONS

The Consultants shall report to the Client on**basis** or another agreeable reporting periods as both the Client and the Consultants agree upon in writing.

B.2. DELIVERABLES/ REPORTS TO BE SUBMITTED BY THE CONSULTANT

B.2.1. The Consultants shall submit to the Client, in English/French/Arabic/Portuguese and within the strict deadlines set forth, the following deliverables/reports of high quality:

- latest by.....;
- latest by.....;
- latest by.....; **and**
- latest by

The Consultant shall report to the Client's Coordinator and shall ensure that any deviation from the agreed schedule of submission of the deliverables/reports is discussed and formally approved beforehand by the Client.

B.2.2 The deliverables/reports as contemplated in Point B.2.1 above, shall be submitted by the Consultants to the Client in the following number(s) and format(s) per deliverable/report:(xxx).....hard copie(s) **and/or** (xx) electronic format (Microsoft Word documents).....

B.2.3. The deliverables/reports stated above shall be considered as delivered when formally accepted by the Client after inspection as per the provisions of GCC Clause 7 of the Contract.

APPENDIX C—KEY PERSONNEL AND SUB-CONSULTANTS

C.1 TECHNICAL/MANAGERIAL STAFF

| NAME | POSITION | MINIMUM QUALIFICATIONS | TASKS |
|------|----------|---------------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

C.2 SUPPORT STAFF

| NAME | POSITION | MINIMUM QUALIFICATIONS | TASKS |
|------|----------|---------------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

C.3 LIST OF APPROVED SUB-CONSULTANTS (IF ALREADY AVAILABLE); SAME INFORMATION WITH RESPECT TO THEIR PERSONNEL AS IN C-1 OR C-2.

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Section 7. Standard Form of Contract

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Languages:

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

Employment Record:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorised representative: _____

APPENDIX D—BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

To be specified: Monthly rates for Personnel and working time in man-day for the duration of the Contract (Key Personnel and other Personnel).

APPENDIX E—BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

To be specified: Monthly rates for Personnel and working time in man-day for the duration of the Contract (Key Personnel and other Personnel).

APPENDIX F—SERVICES AND FACILITIES PROVIDED BY THE CLIENT