

African Union

Standard Bidding Documents

REQUEST FOR PROPOSALS

SUPPLY, DELIVERY AND INSTALLATION OF A SAP BCP DISASTER RECOVERY DATA CENTRE

Procurement Number: AUC/AHRM/MIS/G/



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Section 1. Letter of Invitation

1. The African Union Commission has received funds from its Member States toward and intends to apply a portion of this funding to eligible payments under this Contract, reference number **AUC/AHRM/MIS/G/72**

2. The African Union Commission now invites Technical and financial proposals to provide the following Goods and services: **SUPPLY, DELIVERY AND INSTALLATION OF A SAP BCP DISASTER RECOVERY DATA CENTRE.**

More details on the services are provided in the attached Terms of Reference.

3. A firm will be selected under the Quality and Cost Based Selection method and procedures described in this RFP.

4. 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

5. All bids must be accompanied by:

- Valid tax certificate;
- Valid business registration documents
- Proof of previous experience
- ONE (1) Original and TWO (2) Copies of the Technical and financial proposal
- The vendor shall certify that it is Manufacturer Authorized as of the date of the submission of its response to this RFP and that it is certified in the equipment it is proposing.
- The vendor shall have the certification/specialization level required by manufacturer to sale, install and support the product.
- Other relevant information indicated in the TOR.

Bid Validity: Proposals should be valid for at 90 Calendar days from the bid closing date.

Bid Opening: Technical Proposals only will be opened immediately after the bid closing hours at 15:00 hours in the presence of bidders or bidders' representatives who choose to attend, at the address below. Late bids will be rejected and returned

unopened to bidders. The venue for bid opening shall be the meeting Room of the Administration and Human Resources Directorate.

Bid Submission modalities and submission deadline: This is a TWO ENVELOPE bidding. Bidders should ensure that the Technical and Financial proposals are enclosed in **TWO separate envelopes** sealed and both should be enclosed in one Outer envelope clearly indicating the title and Procurement number. **Proposals must be submitted no later than Thursday 24th May 2018 at 15:00hours.**

Address for Bid submission:

The Head Procurement, Travel and Stores Division
African Union Commission, Roosevelt Street,
Building C, 3rd Floor, P.O. Box 3243, Addis Ababa, Ethiopia
Tel+251 115517700; Email; tender@africa-union.org

Clarification Requests: Clarification requests should be addressed to: tender@africa-union.org, Tel+251115517700, Ext 4321

Section 2. Information to Consultants

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 firm's 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, 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

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.*

material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

- (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the AUC in accordance with the above sub-paragraph 1.8.

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

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

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may,

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

- 3. Preparation of Proposal**
- 3.1** Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 3.2** In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3** While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to consultants who are Nationals of African Union Member States.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Country specified for Performance of the Services.

- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 4:

- (i) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar-chart diagrams showing the time proposed for each professional staff team member (Sections 4E and 4G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

- Financial Proposal**
- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 5. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).
- 3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be 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 (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. T + P = 1); The firm achieving the highest combined technical and financial score using the formula:

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

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 Commission
- The method of selection is: Quality and Cost Based Selection Method
- ITC Clause 1.2 Technical and Financial Proposals are requested
- The name, and Procurement Number of the assignment are: **SUPPLY, DELIVERY AND INSTALLATION OF A SAP BCP DISASTER RECOVERY DATA CENTRE- AUC/AHRM/MIS/G/72**
- ITC Clause 1.5 The Client will provide the following inputs: Working space, paper work with detailed drawings and any other information required for completion of the assignment.
- ITC Clause 1.11 The clauses on fraud and corruption in the Contract are: Clause 2.6.1 of the standard contract as follows:
- For the purpose of this clause:
“corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “fraudulent practice”⁷ 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”⁸ 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”⁹ 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;

⁶ “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.

⁷ 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.

⁸ “parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

⁹ a “party” refers to any participant in the procurement process or contract execution.

“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;

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

The address for requesting clarifications is:
Email: tender@africa-union.org

ITC Clause 3.1 Proposals should be submitted in the English/French language or both.

ITC Clause 3.3(ii) The estimated number of professional staff-months required for the assignment is: N/A

ITC Clause 3.3(iv) The minimum required experience of proposed professional staff is:
Refer to TOR.

ITC Clause 3.3(vi) Reports (If applicable) that are required under the assignment shall be submitted in the English/French or both languages.

ITC Clause 3.4(viii) Additional information required in the Technical Proposal is: None

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

ITC Clause 4.3 Consultants must submit ONE (1) original and TWO (2) copies of each proposal.

ITC Clause 4.4 The address for submission of proposals is:
Head Procurement, Travel & Stores Division
African Union Commission
Roosevelt Street
P.O Box 3243, Addis Ababa
Ethiopia

Telephone: Tel: +251 (0) 11 551 7700 – Ext 4321

ITC Clause 4.5 Proposals must be submitted no later than 15:00hours on Thursday 24th May 2018.

ITC Clause 5.1 The address for communications to the Client is: tender@africa-union.org

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

	<u>Points</u>
(i) Specific experience of the consultants related to the assignment (Similar projects in the past)	15
(ii) Adequacy of the proposed work plan, technical approach and Methodology in responding to the Terms of Reference	10
Workplan.....03	
Technical approach.....04	
Methodology.....03	
(iii) Qualifications and competence of the key staff for the Assignment	10
(iv) Suitability of the transfer of knowledge program (training)	05
(vi) Quality of proposed equipment and conformance to specifications	60

Total Points: 100 points

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

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

The source of official selling rates is: UN Exchange rate

The date of exchange rates is: **24th May 2018**

ITC Clause 5.8 The formula for determining the financial scores is: $Sf = 100 \times Fm/F$
Where Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the technical and Financial Proposals are:

Technical = 70%

Financial = 30%

ITC Clause 6.1 Negotiations will be held at : African Union Commission

ITC Clause 7.2 The assignment is expected to commence in June 2018.

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
- 4F. Format of curriculum vitae (CV) for proposed professional staff.
- 4G. Goods/Equipment and technical specifications to be delivered (as per TOR)
- 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 goods and services for {*Title and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed 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:

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.

**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

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: _____

**4G: GOODS/EQUIPMENT AND TECHNICAL
SPECIFICATIONS (AS PER TOR)**

4H. ACTIVITY (WORK) SCHEDULE

	<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)													

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Section 5. Financial Proposal - Standard Forms

5A. Financial Proposal submission form.

5B. Summary of costs.

5C Breakdown of Price

5D and 5E: Price schedule for goods

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) ¹⁰	Amount(s)
Total Amount of Financial Proposal		<hr/>

¹⁰ Maximum of three currencies in addition to the Currency of the Country specified for performance of the Services.

5C. BREAKDOWN OF PRICE

Activity No.: _____

Description: _____

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

5D. Price Schedule for Goods Offered from Abroad

Name of Bidder _____ Procurement No. _____. Page ___ of ___.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ¹ FOB or FCA port or place of loading (specify port or place) ²	Unit price ¹ IF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ¹ of inland delivery to final destination and unit price of other incidental services ³

1 Optional 2. Optional. 3. Optional

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

5E: Price Schedule for Goods Offered from within the Country Specified for Delivery (IF APPLICABLE)

Name of Bidder _____ Procurement No. _____ Page __ of __.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labour, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes to be exempted if Contract is awarded

1. The prices in columns 5 to 8 shall exclude all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately. The total costs of all such taxes and duties to be exempted for the African Union shall be entered in column 9.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required.

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

TERMS OF REFERENCE

Background

African Union has incorporated the use of information technology tools to enable its organizational business process be transparent, secure and efficient. Over the last decade or so implementation of a number of IT tools (Systems and Applications) has been achieved to automate a number of workflows, collaborations and business processes. The automation of some of these critical business process has led the organization to be heavily dependent on the continuous availability of these services.

In the effort to achieve high availability of these services, MIS has implemented a number of innovative technologies. These include,

1. Construction of Tier-2 Data Center Facility.
2. Implementation of Virtualized Data Center.

One of the most important business needs of the African Union is the capability to continue business around the clock from any location at any given time. Ensuring business continuity requires, critical applications and systems to be available and accessible to its business. In the current setup any natural or manmade disaster that can occur to its current data center in African Union Head Quarter located at Addis Ababa Ethiopia, would heavily impact the continuity of business in the organization. To ensure fulfillment of the business needs, the construction of an off-site secondary/disaster recovery data center in geographically different location is decided.

The construction of a secondary data center is vital for the realization of continuous business operation of the African Union. It is believed the implementation of this project ensures the overall continuity of business in the African Union. The critical components of the secondary data center are compute, network and storage infrastructures. The emergence of Hyper-Converged Infrastructure with its irrefutable cost efficiency, scalability, security, agility and readiness for software driven data center architecture is the solution of choice that African Union would like to implement at the secondary data center.

Purpose

African Union would like to implement business continuity to its SAP operations and is looking for a Hyper Converged Infrastructure solution for its secondary data center infrastructure. Solution providers/integrators are also expected to propose the best HCI solution for African Union Secondary Data Center.

Objective of the Project

The main objective of this project is to facilitate the realization of the mission and objective of the commission by creating & providing a disaster recovery site which is secure, fast, efficient, simple to

manage, cost effective and highly available. Which eventually ensure a capability of business continuity for the African Union.

To that end, the project aims to achieve this objective by setting up the following infrastructure services:

- Obtain a hyper-converged infrastructure for setting up the DR Site (Computing, Storage, Network and Backup);
- Upgrade the existing EMC VMAX Environment at HQ
- Interconnect the DR site (South Africa, Midrand) with the existing datacenter at HQ (Addis Ababa, Ethiopia);
- Replicate resources/VMs and respective applications between the two sites in an application consistent manner.
- Replicate backups between the two sites in consistent and optimized manner.
- Ensure the replacement of faulty components in the current EMC VMAX10K in order to maintain maximum uptime.
- Obtain necessary configurations to enable users to get access to resources from both sites as well as from Internet using a secure VPN connection.
- Train technical team on the implemented technologies to create the capability to operate and manage it.
- Before the deployment of the system starts, Integrators must conduct a demo of the solution using the existing infrastructure in the HQ. The exercise should produce acceptable result over a connection with limited bandwidth.

Scope of the Services

The current Datacenter components were procured independently and assembled to possess the current shape and structure. However, such a process has its lead time to complete the project as well as challenges in assembling the components to give the required output.

However, in the new DR site, AU prefers to have a “Hyper-Converged Infrastructure” that has similar service provision with the existing system in the HQ but catered for the specific need required to run mission critical applications (SAP). Hence, opted for converged datacenter IT platform.

The envisaged DR site is indeed expected to operate in integration with the current existing datacenter in near to real time data being replicated in both sites for seamless access of information from both locations as a means for business continuity.

Scope of Overview of the Current Infrastructure

In the current production setup MIS has been able to develop a fully virtualized data center using,

1. HP Blade C7000 Blade servers with a total consolidated capacity of over 1024 processor Cores running on average of 2.4GHZ CPU, 26 TB Physical Memory (RAM), 10Gbps x 4 connections per server (CNAs).
2. EMC VMAX 10K 170 TB RAW capacity.
3. 2 X CISCO Nexus 5K configured in redundant operation.
4. VMware vSphere 5.5 as virtualization platform.

5. EMC Data Domain 2500 with 100TB RAW capacity.
6. Microsoft and Red hat Linux Operating systems.

The above virtual infrastructure has created a platform which is capable of hosting all the current business requirements of the African Union. It is currently running 6 HA clusters with way over 100 VMs customized with very high resource consumption.

Though the current setup in the Head Quarter can guarantee the running of the business efficiently as per AUC requirements, it cannot guarantee 24X7 business in the AUC should extraordinary situations happen. Hence MIS would like to build a secondary data center which could help mitigate issues affect business continuity. Taking into account the importance and urgency of securing its business critical system (SAP), MIS would like to approach the installation of secondary data center in phases. The first phase being, SUPPLY, DELIVERY AND INSTALLATION OF A SAP BCP DISASTER RECOVERY DATA CENTRE. In that regard, MIS would like to invite vendors, suppliers or integrators to deliver the below listed items in accordance with the stated requirements.

General Requirements

- The vendor shall certify that it is Manufacturer Authorized as of the date of the submission of its response to this RFP and that it is certified in the equipment it is proposing.
- The vendor shall have the certification/specialization level required by manufacturer to sale, install and support the product.
- The integrator/vendor shall source products directly from the Manufacturer to assure full Warranty/Service support for the product in question.
- The integrator/vendor must have a team of product engineers dedicated to all the products required in this project with a minimum of two engineers certified by the manufacturer or other industry standard accreditation denoting this skillset.
- The integrator/vendor must propose the best connectivity architecture with the primary data center for best performance and availability.
- Hyper-converged infrastructure solutions are preferred over conventional solutions.

Technical Requirements

Bidders are required to supply items which fully comply or exceed the features listed in the columns below. Bidders are also required to state whether the offered features “comply” or “not comply” under the compliance. Detailed technical specifications of the model and equipment being offered should be included in the bidder’s submission.

HYPER CONVERGED INFRASTRUCTURE

Delivery Location: Midrand, South Africa

Feature	Minimum Requirements
Brand/Make	Known Brand, Should be in leaders in Gartner magic quadrant
Type	Hyper-Converged
Form Factor	1U1-Node system
Number of Nodes	3
Processing resource	72Core per System, each node with 12Core @ 2.6
Hyper Threading	Enabled
Memory type	DDR4 LRDIMM or RDIMM Total of 1.5TB per system
Drive Bays per Appliance	40 SFF Drive Slots per system
Drive Type	SSD/HDD Configured: Total of 4.8 TB SSD and 25.2TB SAS for total of 30TB RAW
Network controller	Quad Port 10G SFP +
Out of band management port	1GbE RJ-45 (100BASE-T) per node
Hypervisor preloaded	VMware vSphere Enterprise Plus with Operations Management included
Power supply	2 x 200 – 240 VAC
Hyper Converged System Management	Software defined Storage, HyperVisor, Hypervisor management software and log management software
Software Required Storage	The following features of the software defend storage software are required Flash Read/Write Caching Distributed RAID Replication High performance snapshots Deduplication and Compression
Monitoring	The storage system to have the capacity to manage IOPS threshold limits

Scalability	<p>Solution must have the capability to handle expected and unexpected growth easily, Cost-effectively and with minimal disruption to business activates by adding nodes and drives without taking the cluster offline</p> <p>Solution must be able to start small and scale on-demand non-disruptively</p>
RAID support	Solution must support RAID 10, RAID 5 and RAID 6
Integrated Management console	<p>Solution must have an integrated GUI console that performs functions related to hardware, such as provisioning of new nodes, upgrading system patches, checking the status of the system and shutting down the system</p> <p>Solution must have predictive failure analytics with proactive alert notifications</p>
System Replication	<p>The system should be able to integrate and replicate to the existing DC VMware environment.</p> <p>The replication system should support point-in-time replication of the whole application, data, databases and files.</p> <p>Must have feature to do compression to work on a very limited bandwidth</p>
Other Requirements	<p>Enhanced security features using DARE that is native to the HCI and can be set at the cluster level while not interfering with the data reduction capabilities of the cluster</p> <p>Support for stretched clusters with local protection</p> <p>Support for addition of multiple nodes simultaneously</p> <p>Provision of a highly available management through the management of the software defined storage using the hypervisor Host client</p> <p>Intelligent rebuilds that facilitates data balancing across the hosts in the cluster</p> <p>Proactive degraded device handling ensuring data migration in the event of device health declining.</p> <p>Proposed solution should have Hardware upgradeable options such as the DIMMS, GPUs, Cache SSDs, Capacity Drives and NIC Cards to ensure investment protection</p>
Support	3 Years 24x7 Support

BACKUP SOLUTION REQUIREMENT

Backup resource required shall be equivalent to 40TB raw capacity disk backup system with de-duplication feature.

Backup Software Requirement

Delivery Location: African Union Headquarters, Addis Ababa, Ethiopia

Feature	Minimum Requirements
<p>Data Protection Software</p>	<ul style="list-style-type: none"> • Must support backup of Enterprise systems, end user desktops and replication of Virtual machines • Must be possible to run backup server on Linux and Windows • Must support the Client Direct to media approach, that eliminates the need for multiple backups and media servers • Must support client-side (source-based) global deduplication for file systems, applications and databases on all major platforms • Must enable deduplication and traditional backup from a single software agent and/or module footprint. • Must Integrate with Leading Purpose Built Deduplication appliances that have more than 50% market share • Backup data must be broken into sub-file variable length data segments without manually specifying the blocks size for optimum efficiency and savings • Must be able to throttle CPU utilization at client level • Must enable day-to-day control, scheduling and management of all backup operations including deduplication and non-deduplication via a single user interface. • Database and Application agent and file system must support direct fast backups to deduplication disk system without passing through backup server • Must support distributing deduplication processing between deduplication system and backup server • Must have SNMP integration with Deduplication system and provide a single point of alerting for the entire data protection infrastructure • Must provide Deduplication utilization reports at client and backup set level • Must Support NDMP incremental backup coverage • The format of writing to tapes must be self-describing to ensure data can be recovered even in the case of loss of central indexes. • The media format used by the backup software must protect the data on tape such that a bad media record gets skipped and the rest of the data on tape is recoverable. A bad section of tape must not mean that the entire volume is lost. • Must support usage of tape drives and mixing of data from both NDMP and non-NDMP data. • Must Support GLR from a virtual mount of exchange information stores without having to recover databases to RDB/RSG to recover single item • Automatically (along with each backup) writes copy of backup metadata repository to tapes, what enables restore of backup metadata repository from tape from newly installed backup server (disaster recovery mode); • Must support for off-host proxy-based snapshot backup including network and LAN-free with block-level backup and restore of unlike operating systems. • Must support Parallel Savestreams for Unix and Linux file systems to improves performance and manageability • Must Support VMware Changed Block Tracking For both Backup And Restore • Must Support Changed Block tracking backups of Windows File Systems • Must Support Immediate cloning capability to Tape/DR

	<ul style="list-style-type: none"> • Must Support for Windows 2012 de-duplication file systems • Must Have Plugin in MSQL Studio interface for backup and monitoring • Must Support MySQL online backups • Must support vStorage API integration for VMware backups • Must provide graphical representation of the virtual backup environment showing the relationship between virtual clients and backup groups • DPM tool must have proactive analysis engine which should monitor incoming data against a variety of rules,, threshold exceptions and developing conditions • DPM tool must provide SLA and chargeback reports • Must provide a “turnkey” fully integrated backup and recovery solution (hardware and software) from a single vendor • Must Support Backing Up Desktop and laptops as well as remote servers over 64Kbps bandwidth • Must have an enterprise Reporting module that can report across different backup software as well as storage arrays • Solution Must include replication license for at least 100VMs
<p>Solution Specifications</p>	<ul style="list-style-type: none"> • Should include 10TB Front-End capacity based licenses for backup and reporting • Licenses must cover unlimited number of clients, Application and database agents. • 3 Years 24x7 Support

Target Deduplication Disk System

Delivery Location: Midrand, South Africa

Solution Requested	Technical Specification
<p>Deduplication Appliance</p>	<ul style="list-style-type: none"> • Appliance should provide an efficient, high performance inline deduplication technology with a local compression technique • Deduplication process must utilize sub-file variable-length segment recognition and filtering process that works at block sizes as small as 4 kilobytes to maximize efficiency. • The appliance must be Market-Accepted with More than 50% market Share • Fully Compatible with leading Enterprise Backup Software like EMC, Symantec, HP, IBM and archive applications like EMC Source One, Documentum and Symantec Enterprise Vault • The Storage Device shall be a self-contained disk system (i.e. appliance) that is simultaneously configured as a Virtual Tape Library and a NAS system. • Should support 8Gbps FC Connectivity for Virtual tape Library emulation • Appliance must be configured with 10Gbps Copper interface connectivity • Appliance must be configured with 10Gbps Optical Connectivity • Should support Ethernet failover, Ethernet aggregation and VLAN tagging • Appliance should support an internal mechanism to provide the best defense against data integrity issues to continuously verify, detect and protect against data recoverability issues throughout the life cycle of the backup data • Supports Distributed de-duplication processing using software Plugin on Backup Server • System must be capable of supporting future nearline/archiving requirements via NAS interface and must be able to de-duplicate all data regardless of interface or application • Support for Retention Lock- WORM capabilities for Archive and Backup requirements • Appliance should support Snapshot features to make read-only copy of the backup Images for protection • Supports NDMP Tape server functionality within the appliance • Have N+1 power supplies and fans • Dual disk parity RAID6 with Spare • Appliance should provide network-efficient, automated, ultra-safe replication for disaster recovery (DR), remote office data protection and multi-site tape consolidation. Please specify the Bandwidth required. • System must be capable of supporting replication/DR requirements such that deduplicated data starts replicating when backup starts to achieve faster Recovery Point Objectives • Appliance should support folder level replication, support bi-directional, Many-to One and cascaded replication between appliances • Must support management of replication at backup software level • Ability to access the backup images/tapes on the destination Appliance as read-only from backup servers • Must support bandwidth throttling for replication • Web/Browser based Management GUI • NTFS ACLs and SACLs should be supported for Backed up Images on the appliance • Must support inline data-at-rest encryption • Must support secure encrypted replication between appliances • Must Support Oracle Direct RMAN backup without the need to any backup Software • Must support integrating and accepting backups from multiple backup software from different vendors simultaneously while performing global deduplication across all data. Backup software can be Veritas Netbackup, VMWARE VEEAM, IBM TSM, EMC Avamar and other Enterprise backup solutions • Must Support Enterprise Applications support direct backup with source and Target deduplication without the need to any backup software, SAP Hana and SAP with oracle and DB2 must be supported by this feature

	<ul style="list-style-type: none"> • The Appliance Must support the creation of multiple VTLs inside the same appliance and the deduplication must be globally across all the VTLs • The appliance must support Extended retentions capabilities for the long term archiving requirements • The appliance must have SSD disc capacity in order to keep metadata and accelerate the access of VM's from Backups
<p>Solution Specifications</p>	<p>Deduplication Backup to Disk Storage (1 Qty)</p> <ul style="list-style-type: none"> • Quantity 1 (ONE) • Configured capacity of 73TB Raw • Scalable up to 178TB Usable and up to 8.9PB Effective Capacity • Must support in-line deduplication of data before transfer across the network, should support up to 30x deduplication depending on data type • Must support compression of backup data to reduce backend space • Must integrate and replicate with the existing EMC Data domain 2500 Disk Backup system, All required upgrades and/or features on HQ system shall be included to make the solution full. • Must support backup throughput of at least 8.5TB/h and up to 24 TB/h with acceleration feature • Must support tape out option/cloning to tape for long term archival • Must include 1 x mgmt. port, 1 x monitor port, 4x10gb/s(copper), and 4x10gb/s (optical ports) • Licenses DD Boost, CIFS & NFS, Replication • 3 Years 24x7 Support including renewal of support for the existing DD at HQ

DC CORE SWITCH

(Qty =2) for the Disaster Recovery

Delivery Location: Midrand, South Africa

Minimum Requirements	Bidders Response
<ul style="list-style-type: none"> ▪ Product type: Data Centre Switch 	
<ul style="list-style-type: none"> ▪ Feature: The proposed Fabric Switch MUST support merging of the two switches to appear as ONE for a third device connected to the switches. 	
<ul style="list-style-type: none"> ▪ Form Factor: 1 RU 	
<ul style="list-style-type: none"> ▪ Architectural Flexibility: 24 1/0Gb SFP+ Ports ▪ Configured: Enough SFP+ and cables for the solution 	
<ul style="list-style-type: none"> ▪ Latency: 190 ns 	
<ul style="list-style-type: none"> ▪ Multicast Protocols support: PIM-SIM, PIM-SM and MSDP 	
<ul style="list-style-type: none"> ▪ Full Support for access control lists and SPAN 	
Warranty: Manufacturer Warranty and support for three years	

STORAGE AND ACCESSORIES FOR HQ DC

Delivery Location: African Union Head Quarters, Addis Ababa, Ethiopia

Feature	Minimum Specification
	Solution must scale significantly in both capacity and performance, while offering a wealth of enterprise data services.
	Solution scope must include replacement of the faulty components and support provided by local Dell EMC Certified Partner for the existing Dell EMC VMAX solution as well as the requested VMAX Environment expansion
	Solution must achieve both recovery point and recovery time objectives for various information types aligned to AUC’s business requirements using native operating environment.
	Management of the requested environment upgrade should be based on existing management tools- Unisphere management application without any need for specialist integration or additional services.
	Solution should provide future-proof non-disruptive migration options, including storage to storage migration such that no host or application needs downtime upon migration operation.
	Proposed environment upgrade solution must include frame based licensing such that any additional capacity added in future is fully licensed for any/all required features and will not incur additional licensing costs at time of purchase.
	Proposed solution must support cache memory which is scalable in 500GB increments to a maximum of 4TB.
	Solution must have data services which support inline data reduction

Feature	Minimum Specification
	technologies such as compression. The data services must be inline and not impact performance.
	Proposed expansion solution must only support Solid State Drives and have no option to include Hard Disk Drives. The solution must support SSD's in the following capacities: 960GB, 1.92TB, 3.84TB, 7.68TB and 15.36TB.
	Solution must be based entirely on flash technology and include NVMe in the controller architecture.
	Solution must support a modular active/active (all controllers are able to write to the back-end SSD's) architecture providing full redundancy with no single point of failure.
	Solution must be complete, minimizing total cost of ownership and leveraging current investments.
	Solution must help implement strategies and technologies to identify current and future power needs, optimize infrastructure for greater energy efficiency, and reduce energy costs.
	Solution must provide quick restore of data that is backed up or archived to meet corporate and government compliance requirements and to maximize productivity.
	Solution must be flexible to address a wide range of application and business needs, including both structured data (such as databases) and unstructured data (such as e-mails, documents, and video).
	Solution must maximize data availability to keep business operational across the enterprise, with a goal of 99.9999% uptime.
	Solution must help improve storage performance to accelerate data access and speed process execution.
	Solution must optimize storage, power, bandwidth, and human resources across the enterprise to increase revenue and ROI.
	Solution must maximize information security and minimize the risks of downtime, data loss/corruption, unauthorized access, and compliance failure.
	Solution must be able to handle expected and unexpected growth easily, cost-effectively, and with minimal disruption to business activities.
	Solution must provide consolidated storage to make information more sharable, increase utilization rates, and simplify management.
	Solution should provide ways to reduce the amount of storage needed for backup, archiving, remote office, etc.
	Solution must fully support virtualized server environments, enabling us to do more with existing resources, reducing both costs and energy requirements.
	Solution must include support for 3 Years and certified deployment services by a certified Dell EMC VMAX Implementation Engineer
	<p>Required VMAX Environment Upgrade</p> <ul style="list-style-type: none"> - 2 x Storage Controllers with Intel Xeon E5-2650-v4 4 2.5 GHz 12 core Processors, 1024GB Cache;

Feature	Minimum Specification
	<ul style="list-style-type: none"> - 25 x 1.92TB Flash Drives - 8 x 16Gb FC Ports - Hypermax OS, NDM Migration, vVols, Inline Compression, QoS, Unisphere, DB Storage Analyzer, REST APIs, Local Replication – TimeFinder SnapVX, AppSync iCDM Starter Bundle licensing included 3Y Support on-site support with access to a local hub of spare components. Certified installation, implementation and project management services
	FC Port upgrade to Existing Cisco Nexus5596UP 16-Unifed Port upgrade module for each Nexus (Qty 2) 8 Ports Storage License with SFP

Professional Services Requirement

AUC would like to have an industry standard best practice approach in executing this project with a predefined solution framework that address development of requirements, architectural design, detailed infrastructure design, solution development, system testing, and final commissioning and handover. Hence, as part of service delivery the bidder is expected to

- Installation, configuration of DR site at Midrand South Africa
- Installation and configuration of SAN upgrade system at HQ Addis Ababa
- On Job training and Curriculum based vendor trainings for 8 technical staff. The trainings shall include VMware Data Center Design, Network Virtualization and Deployment, EMC information storage and Management V3, Cisco Data Center Network Configuration and Troubleshooting.
- Provide necessary documentation including, but not limited to
 - Site Preparation Guides (SPG)
 - Low Level Design (LLD)
 - Implementation Plans
 - As-Built and project closure and commissioning document

Capacity Building and Transfer of Knowledge

The AUC internal team is accountable and responsible to run the operation of all deployed services. To that end, the consulting firm is expected to transfer the required knowledge to employees of the commission in such a way that they are capable of handling the operation.

Hence, the consultants are expected to provide hands on as well as official curriculum training to technical team members of the Commission. The plan of the training shall clearly be indicated in the proposal as per the requirement stated above in the professional services section.

Schedule of Deliverables

Key Deliverables	Duration
Planning	One week after kick-off the project. Planning involves creating and defining the scope of work necessary to bring the vision to reality, development of detailed functional requirements, (e.g., business case refining and scoping, determining roles and responsibilities, scheduling and setting deliverable milestones and communication mechanism.
Pre-requisite delivery	1 Week Identify and provide prerequisite requirements, (e.g. Global IP addresses, domain names, etc.)
System Build	8 Weeks Building the converged solution shall start immediately after delivery at site.
System Integration	2 Week System integration starts immediately after the deployment of the solution on the ground. The integration shall be done with the Primary datacenter in Addis Ababa.
System stabilization	1 Week after the system installation The Stabilization phase involves integral testing and acceptance of the operation as per the desired deliverables.

Required Team Composition

Project Manager	<ul style="list-style-type: none"> • Single point of contact for billing issues, personnel matters, contract extensions, and project status • Facilitate formal project documents/objectives hand over • Facilitate project governance activities and leading the Project Steering Committee, providing advice and guidance on: <ul style="list-style-type: none"> – Project direction and scope – Stakeholder communication, issue resolution and escalation • Responsible for resource allocation, risk management, project priorities, and communication to executive management • Gather and assemble all project status reports, and project performance reports • Coordinates the activities of the team to deliver documents/objectives according to the project schedule. 	Needs to be certified on project management practice and must have at least two years of experience handling similar projects.	1
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<p>Subject Matter Expert (SME) for the selected service Architecture (Solution Architect)</p>	<ul style="list-style-type: none"> • Verifies whether vendor recommended practices are followed for the deployment of the requested services. • Leads the planning session and Solution Alignment Workshop • Assists with Computing, Storage, Network, Backup and DCI communication design and deployment and any dependency service deployment, installation and configuration • Assists with System Testing • Supports User Acceptance Testing 	<p>Must have a profound knowledge on design and solution architecture on hyper converged data center design, disaster recovery data centers and replication technologies. Must also be able to prove it with vendor certifications. The SME must have at least 5 Years of experience on similar assignments.</p>	<p>1</p>
<p>Subject Matter Expert (SME) for the selected service Architecture (Engineer)</p>	<ul style="list-style-type: none"> • Will be responsible to carry out the implementation of Computing, Storage, Network, Backup and DCI communication as per the design (Installation and configuration) • Carry out System Testing • Carry out User Acceptance Testing 	<p>Must have a profound knowledge on installation, configuration and management of hyper converged data center design, disaster recovery data centers and replication technologies. Must also be able to prove it with vendor certifications. The SME must have at least 5 Years of experience on similar assignments.</p>	<p>2</p>

Evaluation Criteria

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

	Description of Criteria	Score
1	Specific experience of the consultants related to the assignment (Similar projects in the past)	15
2	Adequacy of the proposed work plan, technical approach and Methodology in responding to the Terms of Reference Work plan.....3 Technical approach.....4 Methodology.....3	10
3	Qualifications and competence of the key staff for the Assignment	10
4	Suitability of the transfer of knowledge program (Both hands on and Curriculum based training)	5
5	Quality of proposed equipment and conformance to specifications (Should not be below the minimum stated in the bid document)	60

Note: The total score will be out of 100% and the minimum technical score required to pass the technical evaluation is 70 points.

Financial Evaluation

Only the Financial Offers of those bidders that pass the technical evaluation will be considered for the financial evaluation.

The submission should be sealed in a separate envelope as per instructions in the invitation letter and

Section 7. Standard Form of Contract

General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, commodities and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the Commission of the African Union including all national offices and international organs of the African Union purchasing the Goods, as **named in the SCC.**
- (h) “The Country specified for delivery” is the country **named in the SCC.**
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC.**
- (j) “The Project Site,” where applicable, means the place or places **named in the SCC.**
- (k) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are

not superseded by provisions of other parts of the Contract.

- 3. Country of Origin**
- 3.1 All Goods and Services supplied under the Contract shall have their origin in eligible countries and territories, as further elaborated **in the SCC**.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information**
- 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Country specified for delivery.
- 7. Performance**
- 7.1 Within fourteen (14) days of receipt of the notification of

Security

Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.

- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in a Member State of the African Union or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Country specified for

delivery shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified in the SCC**.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the

Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

- 12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Country specified for delivery, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Country specified for delivery, defined as the Project Site, transport to such place of destination , including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Country specified for delivery, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in the SCC:**
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of

the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As **specified in the SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the Country specified for delivery.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been

delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in the SCC**.

- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
- 16.5 All payments shall be made in the currency or currencies **specified in the SCC** pursuant to GCC 16.4.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorised in the SCC** or in the Purchaser's request

for bid validity extension, as the case may be.

- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgement of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice”¹¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”¹² 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”¹³ 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”¹⁴ 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;

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such

¹¹ “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.

¹² 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.

¹³ “parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

¹⁴ a “party” refers to any participant in the procurement process or contract execution.

similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for

materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due to the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in English unless otherwise **specified in the SCC**. Subject to GCC Clause 31, the version of

the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with International Law, unless otherwise **specified in the SCC.**

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing to the address **specified in the SCC.**

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

33.1 The African Union and its subsidiary organs are exempted from all direct taxes and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly the Supplier authorises AUC to deduct from the Supplier's invoice any amount representing such taxes or duties charged to the African Union by the Supplier. In the event that any taxing authority refuses to accept the African Union's exemption from such taxes or duties, the Supplier shall immediately consult with the AUC.

33.2 A Supplier shall be responsible for obtaining exemption for the African Union from all local taxes, duties, and license fees incurred until delivery of the contracted Goods to the Purchaser, unless otherwise agreed in writing by the AUC.

Section V. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause 1 - Definitions

GCC 1.1 (g)—The Purchaser is: *[insert name of Purchaser]*

GCC 1.1 (h)—The Country specified for delivery is: *[insert name of Country]*

GCC 1.1 (i)—The Supplier is: *[insert name of Supplier only when finalising the contract]*

GCC 1.1 (j)—The Project Site or place of delivery is: *[insert place of delivery]*

GCC Clause 3.1 - Country of Origin

All countries and territories which are member states of the United Nations are eligible.

GCC Clause 7.1 - Performance Security

The amount of performance security, as a percentage of the Contract Price, shall be a minimum of *[insert percentage]* percent.

GCC Clause 8.1 - Inspections and Tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
[insert list of the inspections and tests required]

GCC Clause 9.2 - Packing

The packing, marking and documentation shall be as follows: *[list the precise packing and marking instructions]*.

GCC Clause 10.3 - Delivery and Documents

[Provide lists of the documents required for goods supplied from abroad and for goods supplied from within the Country specified for delivery, in accordance with the Incoterms selected.]

GCC Clause 11.1 - Insurance

The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

GCC Clause 13.1 Incidental Services

Incidental services to be provided are:

[List required services. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

GCC Clause 14.1 - Spare Parts

Additional spare parts requirements are:

[Specify any additional requirements related to spare parts which are not specifically covered by the Schedule of Requirements.]

GCC Clause 15.2 - Warranty

[Specify any changes to the required terms of the warranty stated in the GCC.]

GCC Clause 15.4 - Repair or Replacement of Defective Goods

The period allowed to the Supplier for correction of defects in the warranty period by the Supplier is *[insert number]* days.

GCC Clause 15.5 – Failure to Repair or Replace Defective Goods

The period allowed to the Supplier after failure of the Supplier to remedy defects in the warranty period and before the Purchaser may take remedial action at the expense of the Supplier is *[insert number]* days.

GCC Clause 16.1 - Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be:

[Insert detailed method and conditions]

GCC Clause 16.4 - The currencies in which payment is to be made to the Supplier are: *[insert currency or currencies and the percentage of the contract price to be paid in each currency]*. [Note that this clause can only be completed during finalisation of the contract for the winning bidder]

GCC Clause 23.1 - Liquidated Damages

The applicable rate for liquidated damages is *[insert percentage]* percent per week or part thereof. The maximum deduction for liquidated damages is *[insert percentage]* percent.

GCC Clause 28.2.2 - Settlement of Disputes

The basis of arbitration shall be:

[At the time of finalising the Contract, the parties shall agree the basis for settlement of disputes - and applicable clauses only should be retained in the Contract.]

GCC Clause 30.1 - Governing Language

The Governing Language of the Contract shall be English.

GCC Clause 31.1 - Applicable Law

The Contract shall be interpreted in accordance with International Law in accordance with provisions of the United Nations Commission on International Trade Arbitration Rules (UNCITRAL).

GCC Clause 32.1 - Notices

The Purchaser's address for notice purposes is *[insert full address]*.

The Supplier's address for notice purposes is *[insert full address]*.

