
AFRICAN UNION

الاتحاد الأفريقي



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REQUEST FOR PROPOSALS

INDEPENDENT CONSULTING FIRM TO CONDUCT SKILLS AUDIT AND COMPETENCY ASSESSMENT FOR THE NEW DEPARTMENTAL STRUCTURE OF THE AFRICAN UNION COMMISSION UNDER A TWO - YEAR FRAMEWORK CONTRACT

Procurement No: AUC/AHRM/C/001

February 2021

SUPPLIERS CHECKLIST PRIOR TO SUBMISSION OF PROPOSALS

No	Description	Tick
1	Duly filled and signed bid form	
2	Duly filled Financial offer	
3	Bid validity (90 days)	
4	Read and understood the Terms Reference	
5	Password protected the documents	
6	Read and understood the bid data (section 3)	
7	Attached copies of relevant Registration documents in the technical envelope	
8	Separate Financial and Technical proposals	
9	Correct Procurement Number and Title	
10	CVs and Statements of Availability for the proposed experts	



Section 1: Letter of Invitation

12 February 2021

Dear Sirs,

REF: REQUEST FOR PROPOSALS: INDEPENDENT CONSULTING FIRM TO CONDUCT SKILLS AUDIT AND COMPETENCY ASSESSMENT FOR THE NEW DEPARTMENTAL STRUCTURE OF THE AFRICAN UNION COMMISSION UNDER A TWO – YEAR FRAMEWORK CONTRACT

1. The African Union Commission would like to engage the services of an independent consulting firm for **Consultancy Services to Conduct the Skills Audit and Competency Assessment for the New Departmental Structure of the African Union Commission under a two year framework contract**. The Commission now invites interested and eligible bidders to submit technical and financial proposals for the assignment as per attached Terms of Reference (TORS).

2. A firm will be selected under the *Quality and Cost Based Selection Method* procedures described in this RFP. The weight for technical and financial scores shall be 70% and 30% respectively.

3. The RFP includes the following documents:

Section 1 – This Letter of Invitation

Section 2 - Information to Consultants

Section 3 – Data Sheet

Section 4 - Terms of Reference (English and French)

Section 5 - Technical Proposal - Standard Forms

Section 6 - Financial Proposal - Standard Forms

Section 7 – Standard Contract

4. The **Technical** and **Financial** offers must be delivered by e-mail as **Two Separate** documents and both documents **must be password** protected. Bidders will be requested to share the passwords two hours before the deadline for submission.

5. The deadline for submission of proposals is 26 March 2021 at 1500hrs. Late bids will be rejected. This is a two envelope bidding process and only technical bids will be opened on the deadline for submission. Financial bids will be opened at a later stage.

6. Bidders may request for clarifications no less than 10 days from the deadline for submission, from **The Chairperson, Internal Procurement Committee, African Union Commission, Telephone number (+251) 11 5517700, Ext 4341, Email tender@africa-union.org** with a copy to Munhamoa@africa-union.org

7. Bidders must submit the following documents: (i) Certificate of incorporation (Company Registration); (ii) At Least 3 Contactable references (iii) Company profile (iv) CVs of proposed Experts (v) Statements of Availability for the proposed experts. These documents must be part of the Technical Proposal submission.

8. The address for deposit of bids is: **The Chairperson, Internal Procurement Commission, African Union Commission**, Email tender@africa-union.org with a copy to Munhamoa@africa-union.rg

9. A public bid opening will be organised online via a link to be shared with interested bidders.

Yours sincerely,

Head, Procurement, Travel and Stores Division

Section 2: Information to Consultants

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant 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 first - hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending any specified pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 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.
 - 1.5.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) *Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently*

providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).

(b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

(c) Relationship with AUC staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of AUC staff (or of the Client staff, or of a beneficiary of the assignment) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract.

1.6 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

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.

actions of another party;

(iv) “coercive practice”⁵ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

(b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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

1.7 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the.

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.

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

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

each position.

- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.

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

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

3.5 The Technical Proposal shall not include any financial information.

**Financial
Proposal**

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 5. These list all costs associated with

the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.

- 3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).
- 3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person signing the proposal.
- 4.2 An authorised representative of the firm initials all pages of the proposal. The representative's authorisation is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as

appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal 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 one week 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 cost all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 3.7.
	5.8	In case of QCBS , the lowest priced Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according

to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. $T + P = 1$); The firm achieving the highest combined technical and financial score using the formula below would be invited for negotiations

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

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

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the 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	The name, and Procurement Number of the assignment are Independent Consultancy Firm to Conduct the Skills Audit and Competency Assessment for The New Departmental Structure of the African Union Commission, AUC / AHRM/C/001
ITC Clause 1.5	The Client will provide the following inputs: Background documents and working space at the AUC
ITC Clause 2.1	Clarifications may be requested not less than ten (10) days before the submission deadline. The address for requesting clarifications: African Union Headquarters, Roosevelt Street, 3rd Floor Building C, Addis Ababa, Ethiopia; tender@africa-union.org with a copy to Munhamoa@africa-union.org or (+251) 11 5517700, Ext 4341
ITC Clause 3.1	Proposals should be submitted in the English or French
ITC Clause 3.3(iv)	The minimum required experience of proposed professional staff is: (i) A minimum of fifteen (15) years for Team Leader; (ii) A minimum of ten (10) years of professional experience for other experts
ITC Clause 3.3(vi)	Reports that are required under the assignment shall be submitted in English.
ITC Clause 3.4(viii)	Additional information required in the Technical Proposal is: Refer to (TORs)
ITC Clause 3.10	Proposals must remain valid for 90 days after the submission date.
ITC Clause 4.3	Consultants must submit the Technical and Financial proposals separately and the documents must be protected by a password.

ITC Clause 4.4 The address for submission of proposals is: tender@africa-union.org with a copy to Munhamoa@africa-union.org

ITC Clause 4.5 Proposals must be submitted no later than: **1500 hours on Friday 26 March 2021**

ITC Clause 5.1 The addresses for communications to the Client are:
Procurement, Travel and Stores Division, African Union Commission, Building C, 3rd Floor, Addis Ababa, Ethiopia. e-mail: tender@africa-union.org +251 11 551 7700 Ext. 4341

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

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:	
(i) General experience of the firm in terms of years of human resource management consultancy	5%
(ii) Specific Experience of the Consultant (as a firm) relevant to the Assignment (4 points per assignment)	20%
(iii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <i>a) Technical approach, assessment tools and methodology</i> <i>b) Work plan</i> <i>c) Organization and staffing</i>	30%
(iv) Key Experts' qualifications and competence for the Assignment: <i>a) Position K-1: [Team Leader]</i> <i>b) Position K-2: [Lead Expert]</i> <i>c) Position K-3: [Other Experts]</i> <i>[10]</i>	35%
(i) AU Working Languages	10%
The minimum technical score (St) required to pass is: <u>70</u>	

ITC Clause 5.7 The single currency for price conversions is: **United States Dollars**

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

The date of exchange rates is **the deadline for the submission**

ITC Clause 5.8 The Final Score shall be computed as: **70% Quality and 30% Cost**

ITC Clause 6.1 Negotiations, if required will be held at:
**The African Union Commission,
P. O. Box 3243, Addis Ababa, Ethiopia
Roosevelt Street**

ITC Clause 7.2 The assignment is expected to commence immediately after contract signing.

Section 4: Terms of Reference

I. BACKGROUND

1. The African Union (AU) is a Pan African continental body consisting of 55 African countries. The AU was established on 26 May 2001 in Addis Ababa, Ethiopia and launched on 9 July 2002 in South Africa, replacing the Organisation of African Unity (OAU). The AU is responsible for spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a New Partnership worldwide. Its Headquarters is located in Addis Ababa, Ethiopia.
2. The January 2017 AU Assembly Decision, Assembly/AU/Dec.635(XXVIII), on *the Institutional Reform of the African Union (AU)* sets out a comprehensive AU reform agenda. It is aimed at fundamentally re-positioning the organization to meet the evolving needs of its Member States and the continent and identifies the following core reform priorities:
 - a) Focus on key priorities with continental scope;
 - b) Realign African Union institutions in order to deliver against those priorities;
 - c) Connect the African Union to its citizens;
 - d) Manage the business of the African Union efficiently and effectively at both the political and operational levels;
 - e) Finance the African Union sustainably and with the full ownership of the Member States.
3. The Assembly Decision on reform provides a framework for the transformation of the African Union into an effective and efficient organization that delivers for African citizens.
4. The African Union Commission (AUC), as Secretariat of the Union, is assigned the responsibility to assist the Member States and other AU Organs to successfully deliver on their mandates. The objective of the reform of the Commission is to establish a high performing efficient and effective AU Commission that is able to deliver on agreed continental priorities, attract and retain the best quality staff at all levels that are motivated and committed to delivering to the highest standards while operating within a strong accountability and performance based framework.

II. KEY POLICY ORGAN DECISIONS

5. In February 2020 the new departmental structure for the AU Commission (AUC) was adopted by AU Policy Organs. EX.CL/Dec.1073(XXXVI) also decided that:

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- i The Commission shall complete the implementation of the new structure within three years from the date of adoption of the Transition Plan and Financing Strategy;
 - ii The Commission, with the oversight of the ten Recruitment Experts (R10), shall develop the job profiles and competency requirements for the new departmental structure of the Commission by June 2020; and
 - iii A staff skills and competency audit shall be undertaken and shall be applied to regular and non-regular staff to determine whether they meet the requirements of the new structure.
6. Following the adoption of the new AUC structure, new job profiles have been developed by the AU Commission and validated by the R10. These new job profiles outline the technical and functional knowledge, skills and competencies required for positions in the new departmental structure.
7. In October 2020, the Executive Council decided, EX.CL/ Dec.1(XXXVII), as follows:
- i. To adopt Phase one (1) of the Transition Plan and financing strategy including Scenario one (1) of the separation scenarios.
 - ii. To lift the moratorium on the recruitment of Director level posts within the AU Commission to enable the implementation of phase 1 of the transitional plan;
 - iii. That the Staff Skills Audit and Competency Assessment shall be applied to all current AUC staff subject to Phase one (1);
 - iv. That the Commission, in collaboration with the R10, to develop the terms of reference for the skills audits and competency assessment that shall be implemented by an independent human resource HR firm in order to ensure credibility and transparency; and
 - v. That competition for vacant posts shall be open to internal, and external applicants.

III. GENERAL OBJECTIVES

8. The main purpose of the skills and competency audit is to ascertain the suitability of staff in post to perform either in their current jobs or to perform similar or new jobs in a different organisational structure. For the AUC, the skills and competency audit is intended to identify and match the skills and competencies that are needed among its current staff to perform the functions defined in the new departmental structure.

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9. The key objective of the assignment is to provide technical consultancy support to the AUC in undertaking the following: (a) staff skills audit; (b) competency assessment for AU Commission's staff in line with the new job profiles for the new departmental structure; and (c) an assessment centre for the recruitment of vacant senior management positions at the AU Commission.
 10. The AU Commission is therefore inviting prospective firms to submit proposals to undertake the assignment outlined above.

IV. SPECIFIC OBJECTIVES

11. The specific objectives of the assignment are as follows:
 - a) To develop and implement a staff skills audit and competency assessment methodology and tools. This should be tailored to the grade and level of job complexity;
 - b) To develop and implement an assessment centre for the recruitment of senior management positions at the AUC for Director-General, Directors and Heads of Division; and
 - c) To ensure that the staff skills audit and competency assessment processes are credible and transparent and provides the AUC with highly qualified and competent personnel.

V. SCOPE OF WORK

12. There are 1380 positions in the new AUC departmental structure for which 731 job profiles have been developed. To achieve its main purpose and objective, the skills and competency auditing and assessment process must:
 - Establish the qualifications and experience of current job-holders with a view to ascertain their suitability for their current posts and to new posts under the new structure, and
 - Establish the degree of fit between the current job-holders on one hand, and the skills and competencies required for placement under the new structure of the AU Commission on the other.
13. The skills audit and competency assessment shall be undertaken in three (3) phases. The first phase is focused on senior management (Director-General, Directors and Heads of Division) and critical functions which represents 10 to 15% of the new structure.
14. While undertaking the assignment the firm is expected:
 - a) To conduct a skills audit. This shall include the verification of the validity of certificates and qualifications required for the relevant job profiles;
 - b) To conduct competency assessments for to determine placement in the new structure;

-
- c) To assist the AU Commission in selecting and administering relevant competency assessment tests and tools for the assessment of staff;
 - d) To implement an assessment centre for vacant senior management positions (Director-General, Directors and Heads of Division).

VI. KEY DELIVERABLES

15. The key deliverables are as follows:

- a) Inception Report outlining an understanding of the project scope and work plan, and methodology
- b) Credible, transparent and competitive skills audit and assessment methodology and assessment tools and processes designed. the methodology should include but not necessarily be limited to the following:
 - i. Qualifications and Experience Review:
 - Assess the qualifications and experience of current job-holders relative to both their current posts and to those required for the posts in the new structure,
 - Conduct an experience review and validation focused on key assignments/projects that demonstrate the required competencies, and
 - Authenticate qualifications on selected cases where necessary.
 - ii. Psychometric Analysis:
 - Identify the desired psychometric markers for each job profile in the new structure
 - Administer a battery of psychometric tests that are relevant to the profiled jobs and their degrees of complexity (NB: the AUC has its own battery of psychometric assessments), and
 - Conduct practical skills tests for lower level employees.
 - iii. Skills inventory:
 - Conduct an overall and detailed analysis of the skills supply available for the approved structure of the AU, and identify the skills gaps in terms of both numbers and depth.
 - iv. Best-fit Report:
 - Identify the individuals who are the best fit for the new structure; those who are a second best fit and require reskilling; and those that are unsuitable for the jobs they currently hold and the jobs under the new structure.
- c) Authentication of qualifications reports where required;
- d) Reports of the audit and assessment processes produced within a week of the conclusion of each activity.

VII. TIME FRAME

16. The services outlined above shall be delivered under a two-year framework contract renewable once based on satisfactory performance. The consultancy assignment will start following the signature of the contract.

VIII. EXPERIENCE AND QUALIFICATIONS

The firm should have the following experience:

- a) Be reputable with at least fifteen (15) to twenty (20) years' experience in the scope of work outlined above with respect to international public and/or private organizations staff at all levels;
- b) The firm must have strong Pan-African experience and a proven track record in delivering project in Africa with a particular focus on:
 - Skills audits
 - Competency assessments
 - Psychometric assessments
 - Assessment centres for senior management, and
 - Written exam administration and testing.
- c) Capability to assess the candidates in at least 2 of the 5 AU working languages (English and French), the ability to assess candidates in additional AU languages will be an added advantage;
- d) The consultancy team must include at least one senior expert as lead expert in human resources and industrial psychologists that have carried out comparable assignments during the last ten (10) years in Africa;
- e) The firm should provide sample assessment reports as part of their application;
- f) The firm should be able to demonstrate a proven track record of transparency, integrity and professionalism;
- g) Ability to authenticate academic and professional qualifications.

Qualifications and experience of key staff

Key Expert			
	Qualification	General Experience	Specific Experience
Team Leader/Expert K-1	At least a Master's Degree in Human Resource Management, Organisation Development, or Change Management, or related fields	Minimum 15 - 20 years' Experience in Human Resources development and Management	Proven track record in conducting organizational assessment and senior management selection processes.
Lead Expert K-2	At least a Master's Degree in Organisational Psychology - certified to administer psychometrics	Minimum 10 years' Experience in Human Resources assessment	
Other Experts K-3	Master's Degrees in Program/project management	Minimum 10 years' experience in managing Human Resources programs and projects	
	The proposed team must include persons with excellent oral and drafting skills in at least two of the AU Working Languages (English and French). Working knowledge of any other AU official working languages is an added advantage. The composition of the team should be diverse and include strong African expertise.		

IX. CONFIDENTIALITY AND NON-DISCLOSURE

17. It is expected that the selected firm shall maintain the highest level of confidentiality and non-disclosure to any third party of the information provided before, during and after the completion of the assignment. The consultant shall have the highest standard of professional and ethical values and norms in providing this consultancy service. The consultant shall sign a Confidentiality and Non-Disclosure Agreement which shall remain valid for a period of five (5) years after the completion of the assignment. The firm must ensure that none of its staff involved with the selection process has any connection, in any manner, with any of the potential candidates.

X. EVALUATION CRITERIA

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		
(iii)	General experience of the firm in terms of years of human resource management consultancy	5%
(iv)	Specific Experience of the Consultant (as a firm) relevant to the Assignment (4 points per assignment)	20%
(iii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <i>a) Technical approach, assessment tools and methodology</i> [15] <i>b) Work plan</i> [10] <i>c) Organization and staffing</i> [5]	30%
(iv)	Key Experts' qualifications and competence for the Assignment: <i>a) Position K-1: [Team Leader]</i> [15] <i>b) Position K-2: [Lead Expert]</i> [10] <i>c) Position K-3: [Other Experts]</i> [10]	35%
(ii)	AU Working Languages	10%
The minimum technical score (St) required to pass is: 70		

XI. LOCATION

18. Subject to travel and health restrictions, the firm shall be expected to work in the African Union Commission for several weeks out of the total duration of the consultancy. Should this not be possible, the firm shall ensure all technical and information technology requirements are met in order to deliver this assignment virtually.

XII. RESOURCES TO BE PROVIDED BY AUC

19. The AUC shall provide the following for the assignment:

- Office space within the compound of the AUC
- Free WIFI connectivity within the AUC

PROJET DE TERMES DE RÉFÉRENCE

RECRUTEMENT D'UN CABINET DE CONSEIL INDÉPENDANTE CHARGÉE D'EFFECTUER L'AUDIT DES APTITUDES ET L'ÉVALUATION DES COMPÉTENCES NÉCESSAIRES À LA NOUVELLE STRUCTURE DÉPARTEMENTALE DE LA COMMISSION DE L'UNION AFRICAINE

I. HISTORIQUE

- 1 L'Union africaine (UA) est un organisme continental panafricain composé de 55 pays africains. L'UA a été créée le 26 mai 2001 à Addis-Abeba (Éthiopie), et lancée le 9 juillet 2002 en Afrique du Sud, en remplacement de l'Organisation de l'unité africaine (OUA). L'UA est chargée de diriger l'intégration rapide et le développement durable de l'Afrique en promouvant l'unité, la solidarité, la cohésion et la coopération entre les peuples d'Afrique et les États africains ainsi qu'en développant un nouveau partenariat dans le monde entier. Son siège est situé à Addis-Abeba (Éthiopie).
- 2 La décision de la Conférence de l'UA de janvier 2017, *Assembly/AU/Dec.635(XXVIII)*, sur la réforme institutionnelle de l'Union africaine définit un programme complet de réforme de l'UA. Cette décision vise à repositionner fondamentalement l'organisation pour répondre aux besoins en évolution de ses États membres et du continent, et identifie les priorités de réforme fondamentales suivantes :
 - f) Se concentrer sur les priorités clés de portée continentale ;
 - g) Réaligner les institutions de l'Union africaine afin de répondre à ces priorités ;
 - h) Connecter l'Union africaine à ses citoyens ;
 - i) Gérer les affaires de l'Union africaine de manière efficace et effective, tant au niveau politique qu'opérationnel ;
 - j) Financer l'Union africaine de manière durable et avec la pleine appropriation des États membres.
- 3 La décision de la Conférence sur la réforme fournit un cadre pour la transformation de l'Union africaine en une organisation efficace et efficiente au service des citoyens africains.
- 4 La Commission de l'Union africaine, en tant que secrétariat de l'Union, est chargée d'aider les États membres et les autres organes de l'UA à s'acquitter avec succès de leurs mandats. L'objectif de la réforme de la Commission est d'établir une Commission de l'UA efficace et productive, capable de répondre aux priorités continentales convenues, d'attirer et de retenir un personnel de qualité à tous les niveaux, motivé et déterminé à respecter les normes les plus élevées tout en opérant dans un cadre solide de responsabilité et de performance.

III. DÉCISIONS PRINCIPALES DES ORGANES DÉLIBÉRANTSS

- 5 En février 2020, la nouvelle structure départementale de la Commission de l'UA a été adoptée par les organes délibérants de l'UA. Il a également été décidé comme suit dans le document EX.CL/Dec.1073(XXXVI) :
 - i. La Commission achève la mise en œuvre de la nouvelle structure dans un délai de trois ans à compter de la date d'adoption du plan de transition et de la stratégie de financement ;
 - ii. La Commission, sous la supervision des dix experts en recrutement (R10), élabore les profils de poste et les compétences requises pour la nouvelle structure départementale de la Commission d'ici juin 2020 ; et
 - iii. Un audit des aptitudes et des compétences du personnel est entrepris et est appliqué au personnel régulier et non régulier afin de déterminer si ce personnel répond aux exigences de la nouvelle structure.
- 6 À la suite de l'adoption de la nouvelle structure de la Commission de l'Union africaine, de nouveaux profils de poste ont été élaborés par la Commission de l'Union africaine et validés par le R10. Ces nouveaux profils de poste décrivent les connaissances techniques et fonctionnelles, les aptitudes et les compétences requises pour les postes dans la nouvelle structure départementale.
- 7 En octobre 2020, le Conseil exécutif a décidé (*EX.CL/Dec.1(XXXVII)*) comme suit :
 - i. que la Phase 1 du Plan de transition et la stratégie de financement soient adoptés, y compris le scénario 1 des scénarios de séparation ;
 - ii. que le moratoire sur le recrutement pour les postes de directeur au sein de la Commission de l'UA soit levé afin de permettre la mise en œuvre de la Phase 1 du plan de transition ;
 - iii. que l'audit des aptitudes et l'évaluation des compétences du personnel s'appliquent à tout le personnel actuel de la Commission de l'Union africaine soumis à la Phase 1 ;
 - iv. que la Commission, en collaboration avec le R10, élabore les termes de référence pour les audits des aptitudes et l'évaluation des compétences, qui seront mis en œuvre par un cabinet indépendant spécialisé dans les ressources humaines afin de garantir la crédibilité et la transparence ; et
 - v. que le concours pour les postes vacants soit ouvert aux candidats internes et externes.

III. OBJECTIFS GÉNÉRAUX

- 8 Le principal objectif de l'audit des aptitudes et des compétences est de vérifier si le personnel en poste est apte à exercer ses fonctions actuelles ou à exercer des fonctions similaires ou nouvelles dans une structure organisationnelle différente. Pour la Commission de l'Union africaine, l'audit des aptitudes et des compétences vise à identifier et à faire correspondre les aptitudes et les compétences nécessaires au sein de son personnel actuel pour remplir les fonctions définies dans la nouvelle structure départementale.
- 9 L'objectif principal de la mission est de fournir un soutien technique à la Commission de l'Union africaine en matière de conseil dans les domaines suivants : (a) un audit des aptitudes du personnel ; (b) une évaluation des compétences du personnel de la Commission de l'UA conformément aux nouveaux profils de poste de la nouvelle structure ministérielle ; et (c) un centre d'évaluation pour pourvoir les postes d'encadrement supérieur vacants à la Commission de l'UA.
- 10 La Commission de l'UA invite donc les entreprises potentielles à soumettre des propositions pour entreprendre la mission décrite ci-avant.

IV. OBJECTIFS SPÉCIFIQUES

- 11 Les objectifs spécifiques de la mission sont les suivants :
 - d) développer et mettre en œuvre une méthodologie et des outils d'audit des aptitudes du personnel et d'évaluation des compétences. Ces outils doivent être adaptés au grade et au niveau de complexité des postes ;
 - e) développer et mettre en œuvre un centre d'évaluation pour le recrutement des postes d'encadrement supérieur à la Commission de l'Union africaine pour les directeurs généraux, les directeurs et les chefs de division ; et
 - f) veiller à ce que les processus d'audit des aptitudes et d'évaluation des compétences du personnel soient crédibles et transparents et à ce que la Commission de l'Union africaine dispose d'un personnel hautement qualifié et compétent.

V. PORTÉE DE LA MISSION

- 12 Il y a 1380 postes dans la nouvelle structure départementale de la Commission de l'Union africaine pour lesquels 731 profils de poste ont été élaborés. Dans le cadre de la réalisation de la finalité de cet exercice, le processus d'audit et d'évaluation des aptitudes et des compétences doit :

-
- établir les qualifications et l'expérience des titulaires actuels des postes afin de vérifier leur aptitude à occuper leurs postes actuels et les nouveaux postes dans le cadre de la nouvelle structure, et
 - établir le degré d'adéquation entre les titulaires actuels des postes, d'une part, et les aptitudes et compétences requises pour le placement dans la nouvelle structure de la Commission de l'UA, d'autre part.
- 13 L'audit des aptitudes et l'évaluation des compétences se déroulent en trois (3) phases. La première phase est axée sur l'encadrement supérieur (directeur général, directeurs et chefs de division) et les fonctions cruciales, ce qui représente 10 à 15 % de la nouvelle structure.
- 14 Pendant la réalisation de la mission, l'entreprise est censée :
- e) effectuer un audit des aptitudes. Il s'agit notamment de vérifier la validité des certificats et des qualifications nécessaires pour les profils de poste concernés ;
 - f) effectuer des évaluations des compétences afin de déterminer le placement dans la nouvelle structure ;
 - g) aider la Commission de l'UA à sélectionner et à administrer les tests d'évaluation des compétences et les outils d'évaluation du personnel ;
 - h) mettre en œuvre un centre d'évaluation des postes d'encadrement supérieur vacants (directeur général, directeurs et chefs de division).

VI. PRINCIPAUX PRODUITS LIVRABLES

- 15 Les principaux produits livrables sont les suivants :
- e) un rapport de démarrage décrivant une compréhension de la portée et du plan de travail du projet, ainsi que de la méthodologie ;
 - f) la conception d'une méthodologie crédible, transparente et compétitive d'audit et d'évaluation des compétences ainsi que d'outils et de processus d'évaluation. La méthodologie doit comprendre, sans s'y limiter, les éléments suivants :
 - v. Examen des qualifications et de l'expérience :
 - évaluer les qualifications et l'expérience des titulaires actuels de postes par rapport à leurs postes actuels et à ceux de la nouvelle structure,
 - procéder à un examen et à une validation de l'expérience axée sur des missions ou des projets clés qui démontrent les compétences requises, et
 - authentifier les qualifications sur des cas sélectionnés si nécessaire.

vi. Analyse psychométrique :

- identifier les marqueurs psychométriques souhaités pour chaque profil de poste dans la nouvelle structure ;
- administrer une batterie de tests psychométriques en rapport avec les postes profilés et leur degré de complexité (NB : la Commission dispose de sa propre batterie d'évaluations psychométriques), et
- organiser des tests de compétences pratiques pour les employés de niveau inférieur.

vii. Inventaire des aptitudes :

- mener une analyse globale et détaillée de l'offre des aptitudes disponibles pour la structure approuvée de l'UA, et identifier les lacunes en termes de nombre et de profondeur des aptitudes.

viii. Rapport sur la meilleure conformité aux normes de la nouvelle structure :

- identifier les personnes qui sont les mieux adaptées à la nouvelle structure, celles qui sont en deuxième position et qui doivent être recyclées, et celles qui ne conviennent pas aux postes qu'elles occupent actuellement et aux postes de la nouvelle structure.

g) Authentification des rapports sur les qualifications, le cas échéant ;

h) Rapports des processus d'audit et d'évaluation produits dans la semaine suivant la conclusion de chaque activité.

VII. CALENDRIER

16 Les services décrits ci-avant sont fournis dans le cadre d'un contrat-cadre de deux ans, renouvelable une fois si les résultats sont satisfaisants. La mission de conseil commencera à la suite de la signature du contrat.

VIII. EXPÉRIENCE ET QUALIFICATIONS

Le cabinet doit avoir l'expérience suivante :

- h) jouir d'une bonne réputation et avoir au moins quinze (15) à vingt (20) ans d'expérience dans le domaine de travail décrit ci-avant en ce qui concerne le personnel d'organisations internationales publiques et/ou privées à tous les niveaux ;
- i) Le cabinet doit posséder une solide expérience panafricaine et des antécédents avérés dans la réalisation de projets en Afrique, avec un accent particulier sur les aspects suivants :

- Audits des aptitudes,
 - Évaluations des compétences,
 - Évaluations psychométriques,
 - Centres d'évaluation pour l'encadrement supérieur, et
 - Administration des examens écrits et tests.
- j) Le cabinet doit avoir la capacité d'évaluer les candidats dans au moins deux des cinq langues de travail de l'UA (anglais et français) ; la capacité d'évaluer les candidats dans d'autres langues de l'UA sera un avantage supplémentaire.
- k) L'équipe de consultants doit comprendre au moins un expert de haut niveau en tant qu'expert principal en ressources humaines et des psychologues industriels ayant effectué des missions comparables en Afrique au cours des dix (10) dernières années.
- l) Le cabinet doit fournir des échantillons de rapports d'évaluation dans le cadre de sa candidature.
- m) Le cabinet doit être en mesure de faire preuve d'une réputation de transparence, d'intégrité et de professionnalisme.
- n) Le cabinet doit pouvoir authentifier les qualifications universitaires et professionnelles.

Qualifications et expérience du personnel essentiel

Qualifications et expérience du personnel essentiel			
Expert clé			
	Qualification	Expérience générale	Expérience spécifique
Chef d'équipe/Expert K-1	Au moins une maîtrise en gestion des ressources humaines, en développement organisationnel ou en gestion du changement, ou dans un domaine connexe.	Minimum 15 - 20 ans d'expérience dans le développement et la gestion des ressources humaines.	Des antécédents avérés dans la conduite de processus d'évaluation organisationnel le et de sélection de cadres supérieurs.
Expert principal K-2	Au moins une maîtrise en psychologie organisationnelle - certifiée pour l'administration de la psychométrie.	Minimum de 10 ans d'expérience dans l'évaluation des ressources humaines.	
Autres experts K-3	Maîtrise en gestion de programmes/projets.	Minimum de 10 ans d'expérience dans la gestion de programmes et de projets de ressources humaines.	
	L'équipe proposée doit comprendre des personnes ayant d'excellentes		

	compétences orales et rédactionnelles dans au moins deux des langues de travail de l'UA (anglais et français). La connaissance pratique de toute autre langue de travail officielle de l'UA constitue un avantage supplémentaire. La composition de l'équipe doit être hétérogène et inclure une forte expertise africaine.
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IX. CONFIDENTIALITÉ ET NON-DIVULGATION

- 17 Il est attendu que le cabinet sélectionnée maintienne le plus haut niveau de confidentialité et de non-divulgence à tout tiers des informations fournies avant, pendant et après l'achèvement de la mission. Le consultant doit avoir les plus hautes valeurs et normes professionnelles et éthiques dans la fourniture de ce service de conseil. Le consultant signe un accord de confidentialité et de non-divulgence qui reste valable pendant une période de cinq (5) ans après la fin de la mission. Le cabinet doit s'assurer qu'aucun de ses employés participant au processus de sélection n'a de lien, de quelque manière que ce soit, avec un quelconque des candidats potentiels.

X. CRITÈRES D'ÉVALUATION

Critères, sous-critères et système de points pour l'évaluation des propositions techniques complètes :		
(v)	Expérience générale du cabinet en termes d'années de conseil en gestion des ressources humaines	5 %
(vi)	Expérience spécifique du consultant (en tant que cabinet) pertinente pour la mission (4 points par mission)	20 %
(iii)	Adéquation et qualité de la méthodologie proposée et du plan de travail pour répondre aux termes de référence : a) <i>Approche technique, outils d'évaluation et méthodologie</i> [15] b) <i>Plan de travail</i> [10] c) <i>Organisation et dotation en personnel</i> [5]	30 %
(iv)	Qualifications et compétences des experts clés pour la mission: a) <i>Position K-1: [Chef d'équipe]</i> [15] b) <i>Position K-2: [Expert principal]</i> [10] c) <i>Position K-3: [Autres experts]</i> [10] (v) <i>Langues de travail de l'UA</i>	35 %
La note technique minimale (St) requise pour réussir est : 70		10 %

XI. LIEU

- 18 Sous réserve de restrictions en matière de voyage et de santé, le cabinet devra travailler à la Commission de l'Union africaine pendant plusieurs semaines sur la durée totale de la mission de conseil. Si cela n'est pas possible, le cabinet devra s'assurer que toutes les exigences techniques et informatiques sont satisfaites afin de pouvoir exécuter cette mission de manière virtuelle.

XII. RESSOURCES À FOURNIR PAR LA COMMISSION DE L'UNION AFRICAINE

- 19 La Commission de l'Union européenne fournit les éléments suivants pour la mission :
- Bureaux dans l'enceinte de la Commission de l'Union européenne,
 - Connexion WIFI gratuite au sein de la Commission de l'Union africaine.

Section 5: Technical Proposal Submission Form

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

We, the undersigned, offer to provide the consulting services for {*Title of consulting services and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our technical Proposal,

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:

B. 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: _____

**C. 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.

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

- 1.
- 2.

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

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

F. FORMAT OF CURRICULUM VITAE (CV)

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.

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

Full name of staff member: _____

Full name of authorised representative: _____

Section 6: Financial Proposal - Standard Forms

- 5A. Financial Proposal submission form.
- 5B. Summary of costs.
- 5C. Breakdown of price per activity.
- 5D. Reimbursable per activity.
- 5E. Miscellaneous expenses.

5A. FINANCIAL PROPOSAL SUBMISSION FORM

{Date}

To: {Name and address of Client}

Sir / Madam:

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

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yours sincerely,

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

5B. SUMMARY OF COSTS

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

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

5C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____

Description: _____

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

5D. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name of Activity: _____

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	International flights	Trip				
2.	Miscellaneous travel expenses	Trip				
3.	Subsistence allowance	Day				
4.	Local transportation costs ⁷					
5.	Office rent/accommodation/ clerical assistance					
	Grand Total					_____

⁷ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

5E. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	Communication costs between _____ and _____					
2.						
3.	Drafting, reproduction of reports					
4.	Equipment: vehicles, computers, photocopiers, etc.					
5.	Software					
	Other (specify)					
	Grand Total					_____ _____

Section 7: Form of Contract

[Title of the Assignment]

between

[Name of the Client]

and

[Name of the Consultants]

Procurement Number: _____

Dated: _____

I. Form of Contract

COMPLEX TIME-BASED ASSIGNMENTS

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

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, [name of consultant 1] and [name of consultant 2, etc] (hereinafter called the “Consultants”).]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received funding towards the cost of the Services and intends to apply a portion of this funding to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Special Conditions of Contract;
 - (b) The General Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Terms of Reference/Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-Consultants
Appendix D: Medical Certificate
Appendix E: Hours of Work for Key Personnel
Appendix F: Duties of the Client
Appendix G: Cost Estimates in Foreign Currency
Appendix H: Cost Estimates in Local Currency
Appendix I: Form of Guarantee for Advance Payments

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

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

[Authorised Representative]

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

[Authorised Representative]

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

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

[name of member]

[Authorised Representative]

[name of member]

[Authorised Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means International Law;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;
- (d) “Country specified for performance of the Services” means the Country specified in the SCC;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1;
- (f) “Foreign Currency” means any currency other than the Currency of the Country specified for performance of the Services;
- (g) “GCC” means these General Conditions of Contract;
- (h) “Local Currency” means the Currency of the Country specified for performance of the Services;
- (i) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- (j) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- (k) “Personnel” means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Country specified for performance of the Services; “Local Personnel” means such persons who at the time of being so hired had their domicile within the Country specified for the performance of the Services; and “Key Personnel” means

the Personnel referred to in GCC Clause 4.2(a);

- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (m) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (n) “Sub-Consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of GCC Clauses 3.7 and 4.;
- (o) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-Consultant.

**1.2 Relation
between the
Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

**1.3 Law Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not specified, at such locations as the Client may approve.

- 1.8 Authority of Member in Charge** If the Consultants consist of a joint venture of more than one entity, the Members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorised Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.
- 1.10 Taxes and Duties**
- 1.10.1 African Union Exemption from Taxes & Duties** The African Union and its organs are exempted from all direct taxes, and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly, the Consultant authorises the Commission of the African Union (AUC) to deduct from payments any amount representing such taxes or duties charged to the African Union by the Consultant. In the event that any taxing authority refuses to accept the African Union's exemption from such taxes or duties, the Consultant shall immediately consult with the AUC.
- 1.10.2 Consultant Obligations on Taxes & Duties** A Consultant shall be responsible for obtaining exemption for the African Union of all such taxes, duties, license fees, and other impositions incurred within African Union Member States, unless otherwise agreed in writing by the AUC.
- Consultants, Sub-Consultants, and their Personnel shall pay such other taxes, duties, fees, and other impositions as may be levied by the law of their domicile country.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the "Effective Date") of the Client's Letter of Acceptance instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 Termination of Contract for Failure to Become** If this Contract has not become effective within three months or such other period as may be specified in the SCC, after the Effective Date of the Contract, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither

Effective	Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Consultants shall begin carrying out the Services at the end of such time period after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to GCC Clause 2.9, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth within the Contract.
2.6 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, pursuant to GCC Clause 7.2, each Party shall give due consideration to any proposals for modification made by the other Party.
2.7 Force Majeure	
2.7.1 Definition	<p>(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Contract and (b) avoid or overcome in the carrying out of its obligations under this Contract.</p> <p>(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Contract.</p>
2.7.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that

the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove the inability to fulfill its obligations under the Contract with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party as soon as possible, not later than fourteen (14) days following the occurrence, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action or task as a result of Force Majeure.

2.7.5 Payments

During the period of inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other to agree appropriate measures to be taken..

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by giving not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in

paragraphs (a) through (g) as follows:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations under the Contract, as specified in a notice of suspension pursuant to GCC Clause 2.8, within thirty (30) days of receipt of such notice of suspension, or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or, if the Consultants consist of more than one entity, if any of their Members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 8;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.
For the purpose of this clause:

“corrupt practice”⁸ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”⁹ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or

⁸ “another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

⁹ a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

other benefit or to avoid an obligation;

“collusive practice”¹⁰ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice”¹¹ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) as follows:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to GCC Clause 8, within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

¹⁰ “parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

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

- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 8.

2.9.3 Cessation of Rights and Obligations

On termination of this Contract pursuant to GCC Clauses 2.2 or 2.9, or on expiration of the Contract pursuant to GCC Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued by the date of termination or expiration, (ii) the obligation of confidentiality set forth in GCC Clause 3.3, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 3.6(ii), and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

On termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 2.9.1 or 2.9.2, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by GCC Clauses 3.9 or 3.10.

2.9.5 Payment upon Termination

On termination of this Contract pursuant to GCC Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to GCC Clause 6 for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of GCC Clause 2.9.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.9.6 Disputes about

If either Party disputes whether an event specified in paragraphs (a) through (e) of GCC Clause 2.9.1 or in GCC Clause 2.9.2 has occurred, such Party may, within forty-five (45) days after receipt of

Events of Termination

notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 8, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultants and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to GCC Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 3.2.2, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder. The Consultants shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Compliance with Procurement Rules

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with the African Union procurement regulations and at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall

be for the account of the Client.

**3.2.3 Consultants
and Affiliates
Not to Engage
in Certain
Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.4
Prohibit
ion of
Conflicting
Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Country specified for performance of the Services which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Consultants, their Sub-Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**3.4 Liability of the
Consultants**

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

**3.5 Insurance to be
Taken Out by
the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.6 Accounting,
Inspection and
Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative, up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

- 3.7 Consultants' Actions Requiring Client's Prior Approval**
- The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
 - (b) entering into a sub-contract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
 - (c) any other action that may be specified in the SCC.
- 3.8 Reporting Obligations**
- The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.9 Documents Prepared by the Consultants to be the Property of the Client**
- All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions on the future use of these documents and software, if any, shall be specified in the SCC.
- 3.10 Equipment and Materials Furnished by the Client**
- Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. On termination or expiration of this Contract, the Consultants shall provide the Client with an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- 4.1 General**
- The Consultants shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description of**
- (a) The title, job description, minimum qualifications and estimated period of engagement in the carrying out of the

Personnel

Services of each of the Consultants' Key Personnel are described in Appendix C. Any Key Personnel approved by the Client shall be named in the list.

- (b) If required to comply with the provisions of GCC Clause 3.1.1, adjustments to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the original estimated period of engagement of any individual by more than 10% or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 6.1(b). Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the Terms of Reference specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in GCC Clause 6.1(b).

4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by position and by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Country specified for performance of the Services shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Country specified for performance of the Services as specified in Appendix E hereto.
- (b) Key Personnel shall not be entitled to overtime payments nor to take paid sick leave or vacation leave except as specified in Appendix E. The Consultants' remuneration shall be deemed to cover these items unless otherwise specified in Appendix E. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. All leave taken by Personnel shall be subject to prior approval by the

Consultants who shall ensure that absences for leave will not delay the progress and adequate supervision of the Services.

**4.5 Removal
and/or
Replacement of
Personnel**

- (a) No changes shall be made in the Key Personnel except with the approval of the Client. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultants shall, at the Client's written request specifying the grounds thereof, provide a replacement person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree in writing, (i) the Consultants shall bear all additional travel and other costs arising out of any removal and/or replacement of Personnel, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.6 Resident
Project
Manager**

If required by the SCC, the Consultants shall ensure that at all times during the performance of the Services in the Country specified for the performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and
Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the African Union Commission shall:

- (a) provide the Consultants, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services;
- (b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Country specified for performance of the Services;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the

Personnel and their eligible dependents;

- (d) issue to officials, agents and representatives of the African Union Commission all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) exempt the Consultants and the Personnel and any Sub-Consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of the Country specified for performance of the Services;
- (f) grant to the Consultants, any Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the Country specified for performance of the Services reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents, and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) provide to the Consultants, Sub-Consultants and Personnel any other such assistance as may be specified in the SCC.

**5.2 Access
Premises
Facilities**

to and The Client confirms that the Consultants shall have, free of charge, unimpeded access to all premises and facilities specified for performance of the Services in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such premises, facilities or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-Consultant, or their Personnel.

**5.3 Modification of
Contract Sum**

If, after the date of this Contract, there is any change with respect to a failure by the Client to gain exemption from taxes and duties which increases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in GCC Clauses 6.1 and 6.2.

**5.4 Services,
Facilities and
Property of the
Client**

For the purposes of the Services, the Client shall make available to the Consultants and the Personnel free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified therein. If such services, facilities and property are not made available to the Consultants as and when

specified, the Parties shall agree on (i) any time extension appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to GCC Clause 6.1(c).

5.5 Payment

In consideration of the Services performed by the Consultants, the Client shall make payments to the Consultants as are provided by GCC Clause 6.

5.6 Counterpart Personnel

- (a) The Client shall make available to the Consultants, counterpart personnel to be selected by the Client, with the Consultants' advice, as may be specified in Appendix F hereto. Such counterpart personnel shall be provided free of charge by the Client and shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately the work assigned by the Consultants which is consistent with the position occupied by such member, the Consultants may request a replacement and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to GCC Clause 6.1(c).

5.7 Reporting

The Client shall designate in Clause 1.9 of the Special Conditions of Contract an authorised representative for all routine management and reporting activities of the Consultant

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates; Ceiling Amount

- (a) The estimated cost of the Services payable in foreign currency is set forth in Appendix G. The estimated cost of the Services payable in the Currency of the Country specified for performance of the Services is set forth in Appendix H.
- (b) Except as may be otherwise agreed under GCC Clause 2.6 and subject to GCC Clause 6.1(c), payments shall not exceed the ceilings in foreign currency and in the Currency of the Country specified for performance of the Services specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

**6.2 Remuneration
and
Reimbursable
Expenditures**

- (c) Notwithstanding GCC Clause 6.1(b), if pursuant to GCC Clauses 5.3, 5.4 or 5.6, the Parties shall agree any additional payments in local and/or foreign currency to be made to the Consultants for necessary additional expenditures not envisaged in the estimated costs pursuant to GCC Clause 6.1(a), the ceilings set forth in GCC Clause 6.1(b) may be increased by the amount of any such additional payments.
- (a) Subject to the ceilings specified in GCC Clause 6.1(b), the Client shall pay to the Consultants (i) remuneration pursuant to GCC Clause 6.2(b), and (ii) reimbursable expenditures pursuant to GCC Clause 6.2(c). If specified in the SCC, the remuneration shall be subject to price adjustment as specified in the SCC.
- (b) Remuneration for the Personnel shall be based on the time actually spent in the performance of the Services (including time for necessary travel by the most direct route) at the rates referred to and subject to such additional provisions as are set forth in the SCC.
 - (i) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
 - (ii) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
 - (iii) The rates for foreign personnel are set forth in Appendix G and the rates for local personnel are set forth in Appendix H.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, pursuant to GCC Clause 6.3 (b).

6.3 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies specified in the SCC, and local currency payments shall be made in the Currency of the Country specified for performance of the Services.
- (b) Remuneration for foreign Personnel shall be paid in foreign currency and remuneration for local Personnel shall be paid in local currency unless otherwise stated in the SCC.
- (c) Unless otherwise stated in the SCC, reimbursable expenditures in foreign currency shall be the following:
 - (i) a per diem or living allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office for the purpose of the Services at the rates specified in Appendix G;
 - (ii) the following transportation costs:
 - (1) the cost of international transportation of the foreign Personnel and eligible dependents of the foreign Personnel, as specified below, by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
 - (2) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Country specified for performance of the Services one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Country specified for performance of the Services. Such Personnel will be entitled to such extra round trip only if upon their return to the Country specified for performance of the Services, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months;
 - (3) the cost of transportation to and from the Country specified for performance of the Services of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Country specified for performance of the Services for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Country specified for performance of the Services shall have been for not less than three (3) consecutive months, duration. If the assignment period for resident staff of the foreign Personnel will be thirty (30) months or more, one

- extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed;
- (4) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - (5) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix G;
- (iii) the cost of communications (other than those arising in the Country specified for provision of the Services) reasonably required by the Consultants for the purposes of the Services;
 - (iv) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. as specified in Appendices A and B hereof;
 - (v) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services;
 - (vi) the cost of shipment of personal effects up to the limit specified in Appendix G;
 - (vii) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix G;
 - (viii) the cost of training of the Client's personnel outside the Country specified for performance of the Services, as specified in Appendix G;
 - (ix) the cost of laboratory tests on materials, model tests and other technical services authorised or requested by the Client, as specified in Appendix G;
 - (x) the foreign currency cost of any subcontract required for the Services and approved in writing by the Client;
 - (xi) the cost of other items which may be required by the Consultants for completion of the Services, subject to the prior authorisation in writing by the Client; and
 - (xi) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1(c).
- (d) Unless otherwise stated in the SCC, the reimbursable expenditures payable in the Currency of the Country specified

for performance of the Services shall be:

- (i) a per diem or living allowance for local Personnel who are required to work for extended time periods at considerable distance from their normal duty station.
- (ii) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Country specified for performance of the Services, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;
- (iii) the cost of equipment, materials and supplies to be procured locally in the Country specified for performance of the Services as specified in Appendix H;
- (iv) the cost of any local subcontract required for the Services and approved in writing by the Client;
- (v) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1(c); and
- (vi) the cost of such further items as may be required by the Consultants for the purpose of the Services, as may agreed in writing by the Client.

6.4 Mode of Invoicing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) The Client shall pay to the Consultants an advance payment as specified in the SCC. Release of an advance payment by the Client will be subject to provision by the Consultants of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. The bank guarantee shall (i) remain effective until the advance payment has been fully set off as provided in the SCC, and (ii) be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable, and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemised statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for the month. Separate monthly statements shall

be submitted in respect of amounts payable in foreign currency and in local currency. Each such monthly statement shall separately identify the costs of remuneration and of reimbursable expenditures.

- (c) The Client shall pay the Consultants' monthly statements within ninety (90) days after receipt by the Client with supporting documents. Items not satisfactorily supported by documentary evidence may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be charged by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment to the Consultant shall be made only after the final report and a final statement, identified as such, have been submitted by the Consultants and approved as satisfactory by the Client. The Services, the final report and the final statement shall be deemed completed and accepted by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement within such ninety (90)-day period. The Consultants shall thereupon promptly make any necessary corrections, and on completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in excess of the amounts actually due in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of the final report and the final statement approved by the Client.
- (e) All payments under this Contract shall be made to the accounts of the Consultants specified in the SCC.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognise that it is impractical to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC Clause 1.1(d)	The Country specified for performance of the Services is: _____ _____
GCC Clause 1.4	The language of the Contract is English.
GCC Clause 1.6.1	<p>The addresses for notices are:</p> <p>Client: _____ _____</p> <p>Attention: _____ email: _____ Facsimile: _____</p> <p>Consultants: _____ _____</p> <p>Attention: _____ email: _____ Facsimile: _____</p>
<i>GCC Clause 1.9</i>	<p>The Authorised Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultants: _____</p>
GCC Clause 1.10	<p>The Client warrants that the Consultants, the Sub-Consultants and the Personnel shall be exempt from any taxes, duties, fees, levies and other impositions that are subject to the exemption of the African Union from payment of taxes and duties in respect of:</p> <p>(a) any payments whatsoever made to the Consultants, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Country specified for performance of the Services), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Country specified for the performance of the Services by the Consultants</p>

or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into the country, will be subsequently withdrawn therefrom by them;

- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (d) any property brought into the Country specified for performance of the Services by the Consultants, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Country specified for performance of the Services), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Country specified for performance of the Services, provided that:
 - (1) the Consultants, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures in importing property into the Country specified for performance of the Services; and
 - (2) if the Consultants, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Country specified for provision of the Services upon which customs duties and taxes have been exempted, the Consultants, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Country specified for performance of the Services.

- | | |
|-----------------------|--|
| GCC Clause 2.1 | Effectiveness of the Contract is subject to the following conditions:
<i>[List any conditions for effectiveness of the Contract.]</i> |
| GCC Clause 2.3 | The time period for commencement of the Services shall be <i>[length of time]</i> or such other time period as the parties may agree in writing. |
| GCC Clause 2.4 | The time period for expiration of the Contract shall be <i>[length of time]</i> or such other time period as the parties may agree in writing. |

GCC Clause 3.5

The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Country specified for performance of the Services by the Consultants or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[amount]*;
- (b) Third Party liability insurance, with a minimum coverage of *[amount]*;
- (c) professional liability insurance, with a minimum coverage of *[amount]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[Note: Delete any of the above which are not applicable]

GCC Clause 6.1(b) The ceiling in foreign currency or currencies is:
[amount]

The ceiling in local currency is: *[amount]*

GCC Clause 6.3(a) The foreign currency [currencies] shall be the following:

- (i) *[name of foreign currency]*
- (ii) *[name of foreign currency]*

GCC Clause 6.4(a) An advance payment of *[amount and currency or currencies]* shall be made within *[number of days]* days after the Effective Date. The bank guarantee shall be in the amount and in the currencies of the

advance payment. The advance payment will be set off by the Client in equal instalments against the statements for the first *[number of months]* months of the Services until the advance payment has been fully set off.

GCC Clause 6.4(c) The interest rate is: *[rate]*

GCC Clause 6.4(e) The bank accounts are:
for foreign currency: *[insert account details]*
for local currency: *[insert account details]*

GCC Clause 8.2 [Note: (a) below shall be retained in the case of a Contract with a foreign Supplier (b) shall be retained in the case of a Contract with a national of the Country specified for performance of the Services:]

[Example Clauses:]

(a) *Contract with a foreign Supplier:*

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

(b) *Contracts with a Consultant national of the Country specified for performance of the Services:*

In the case of a dispute between the Purchaser and a Consultant who is a national of the Country specified for performance of the Services, the dispute shall be settled in accordance with arbitration procedures as agreed between the parties during contract negotiations.

[The arbitration procedures that will apply should be agreed during contract negotiations, and specified in this clause. Only the applicable clauses should be retained in the SCC.]

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[location]*;
- (b) the English language shall be the official language for all purposes, with interpretation to other AU working languages when necessary; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding.

IV. Appendices

APPENDIX A—TERMS OF REFERENCE / DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

APPENDIX B—REPORTING REQUIREMENTS

[List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”]

APPENDIX C—KEY PERSONNEL AND SUB-CONSULTANTS

- [List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Country specified for performance of the Services, and staff-months for each.*
 - C-2 Same information as C-1 for Key local Personnel.*
 - C-4 Same as C-1 for Key Personnel to be assigned to work outside the Country specified for performance of the Services.*
 - C-4 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-4.]*

APPENDIX D—MEDICAL CERTIFICATE

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in the Country specified for performance of the Services. If there is no need for a medical certificate, state here “Not applicable.”]

APPENDIX E—HOURS OF WORK FOR KEY PERSONNEL

[List here the hours of work for Key Personnel; travel time to and from the Country specified for performance of the Services for foreign Personnel (Clause GCC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.]

APPENDIX F—DUTIES OF THE CLIENT

[List under: F-1 Services, facilities and property to be made available to the Consultants by the Client.

F-2 Counterpart personnel to be made available to the Consultants by the Client.]

APPENDIX G—COST ESTIMATES IN FOREIGN CURRENCY

[List hereunder cost estimates in foreign currency:

- 1. (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)*
(b) Monthly rates for local Personnel (Key Personnel and other Personnel).
Note: This should be added if local Personnel are also being paid in foreign currency.
- 2. Reimbursable expenditures*
 - (a) Per diem allowances.*
 - (b) Air transport for foreign Personnel.*
 - (c) Air transport for dependents.*
 - (d) Transport of personal effects.*
 - (e) International communications.*
 - (f) Printing of documents specified in Appendices A and B hereof.*
 - (g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to the Country specified for performance of the Services).*
 - (h) Other foreign currency expenditures, like use of computers, foreign training of Client’s staff, various tests, etc.]*

APPENDIX H—COST ESTIMATES IN LOCAL CURRENCY

[List hereunder cost estimates in Local Currency:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures as follows:*
 - (a) *Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.*
 - (b) *Living allowances for long-term foreign Personnel, plus estimated totals.*
 - (c) *Cost of local transportation.*
 - (d) *Cost of other local services, rentals, utilities, etc.]*

APPENDIX I—FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

[Note: See Clause GCC 6.4(a) and SCC Clause GCC 6.4(a). The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.]

TO: *[Name and Address of Client]*
[Name of Contract for Consultants' Services]

Sir / Madam:

In accordance with the provisions of Clauses GCC 6.4(a) and SCC 6.4(a) of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.³

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Client]* receives full repayment of the same amount from the Consultants.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

³ An amount is to be inserted by the bank or financial institution as specified in SCC Clause GCC 6.4(a).