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AFRICAN UNION

الاتحاد الأفريقي



UNION AFRICAINE  
UNIÃO AFRICANA

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## **REQUEST FOR PROPOSALS**

**CONSULTANCY TO CONDUCT AN INDEPENDENT FORENSIC &  
PERFORMANCE AUDIT OF OTHER AFRICAN UNION ORGANS (ACHPR,  
AfCHPR, APRM, AU-ABC, AUDA-NEPAD, PAP)**

**Procurement No: AUC/OIO/C/001**

**September 2021**

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**SUPPLIERS CHECKLIST PRIOR TO SUBMISSION OF BID DOCUMENT**

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



## Section I: Letter of Invitation

10 September 2021

Dear Sirs,

**REF: REQUEST FOR PROPOSALS: CONSULTANCY TO CONDUCT AN INDEPENDENT FORENSIC & PERFORMANCE AUDIT OF OTHER AFRICAN UNION ORGANS (ACHPR, AfCHPR, APRM, AU-ABC, AUDA-NEPAD, PAP)**

1. The African Union would like to engage the services of a consulting for **Consultancy To Conduct An Independent Forensic & Performance Audit of Other African Union Organs (ACHPR, AfCHPR, APRM, AU-ABC, AUDA-NEPAD, PAP)**. The African Union Commission invites interested and eligible bidders to submit technical and financial proposals for the assignment as per the 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 80% and 20% 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
- Section 5 - Technical Proposal - Standard Forms
- Section 6 - Financial Proposal - Standard Forms
- Section 7 – Standard Form of 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. AU will only open financial proposals for bids attaining the pass mark as stated in the Bid Data Sheet and the ToRs. Therefore, bidders will provide the password for the financial proposals upon request.

5. The **updated** deadline for submission of proposals is 25 October 2021 at 1500hrs Addis Ababa Time. Late bids will be rejected.

6. No Pre-proposal meeting will be held. All the information is provided in the RFP. However, if a consultant wishes to have more clarification, they may submit a written request for clarification.

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7. Bidders may request for clarifications at least 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](mailto:tender@africa-union.org) with a copy to [Munhamoa@africa-union.org](mailto:Munhamoa@africa-union.org) and [AidarusH@africa-union.org](mailto:AidarusH@africa-union.org)

8. Bidders must submit the following documents: (i) Certificate of incorporation (Company Registration); (ii) At Least 5 Contactable references (iii) Company profile demonstrating at least 10 years of experience (iv) CVs of proposed Experts (v) Statements of Availability for the proposed experts (vi) Professional Licence (Audit/Forensic and Fraud Examiner). These documents must be part of the Technical Proposal.

9. The address for deposit of bids is: Email [tender@africa-union.org](mailto:tender@africa-union.org) with a copy to [Munhamoa@africa-union.org](mailto:Munhamoa@africa-union.org) and [AidarusH@africa-union.org](mailto:AidarusH@africa-union.org)

Yours sincerely,

**Head, Supply Chain Division**

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## 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*

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*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.<sup>1</sup> 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”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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<sup>1</sup> *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.*

<sup>2</sup> *“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.*

<sup>3</sup> *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.*

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- (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (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.

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

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

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- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- 3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to consultants who are Nationals of African Union Member States.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.



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- (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).

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**Financial  
Proposal**

- (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.
- 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.

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**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.

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**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.

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5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have cost all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 3.7.

5.8 In case of **QCBS**, the lowest priced Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. T + P = 1); The firm achieving the highest combined technical and financial score using the formula below would be invited for negotiations

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

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

## 6. Negotiations

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the 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.

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- 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.

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### 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**  
**The Weights shall be 80% quality and 20% Cost.**
- ITC Clause 1.2 The name, and Procurement Number of the assignment are: **Consultancy to Conduct an Independent Forensic & Performance Audit of Other African Union Organs (ACHPR, AfCHPR, APRM, AU-ABC, AUDA-NEPAD, PAP).**
- ITC Clause 1.5 The Client will provide the following inputs:  
**office space and access to personnel, data, information and facility for supporting the performance of the Forensic and Performance Audit.**
- 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, 3<sup>rd</sup> Floor Building C, Addis Ababa, Ethiopia; [tender@africa-union.org](mailto:tender@africa-union.org) with a copy to [Munhamoa@africa-union.org](mailto:Munhamoa@africa-union.org) or (+251) 11 5517700, Ext 4341**
- ITC Clause 3.1 **Proposals should be submitted in the English Language/French**
- ITC Clause 3.3(iv) The minimum required experience of proposed professional staff is:
- (i) A minimum of ten (10) years for **Team Leader**;  
(ii) A minimum of seven (7) years of professional experience for **Technical Experts / Associates**
- ITC Clause 3.3(vi) Reports that are required under the assignment shall be submitted in **English/French.**
- 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.**

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ITC Clause 4.3 **Consultants must submit the Technical and Financial proposals as separate documents. Both documents must be password protected.**

ITC Clause 4.4 The address for submission of proposals is: **The Chairperson, Internal Procurement Committee, African Union Commission, -mail: [tender@africa-union.org](mailto:tender@africa-union.org) with a copy to [Munhamoa@africa-union.org](mailto:Munhamoa@africa-union.org)**

ITC Clause 4.5 Proposals must be submitted no later than: **1500 hours Addis Ababa Time on 25 October 2021 (Revised date)**

ITC Clause 5.1 The addresses for communications to the Client are:  
**Procurement, Travel and Stores Division, African Union Commission, Building C, 3<sup>rd</sup> Floor, Addis Ababa, Ethiopia. e-mail: [tender@africa-union.org](mailto: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:

<b>Criteria</b>	<u>Points</u>
(i) Firm's Experience Related to the Assignment	10
(ii) Adequacy and Quality of proposed methodology	30
(iii)Key Experts	60

**NB: For detailed breakdown, refer to Section 4, Terms of reference**

**Total Points: 100**

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

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

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

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



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ITC Clause 5.8 The Final Score shall be computed as: **80% Quality and 20% Cost**

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

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

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## Section 4: Terms of Reference

### **Consultancy Service to Conduct an Independent Forensic & Performance Audit of Other African Union Organs (ACHPR, AfCHPR, APRM, AU-ABC, AUDA-NEPAD, PAP)**

#### **I. BACKGROUND**

1. In 2013, the AU Assembly adopted [Agenda 2063](#) as the blueprint and master plan for transforming Africa into the global powerhouse of the future. It is the continent's strategic framework that aims to deliver on its goal for inclusive and sustainable development.
2. In line with the goals of Agenda 2063, the African Union Assembly of Heads of State and Government took a number of key decisions on the Financing of the Union between 2015 and 2019. Two central issues were at the heart of these decisions: How to achieve financial autonomy and predictability and how to strengthen financial management and accountability.
3. The prudent management of resources, in line with established rules, regulations and policies, and improved accountability are therefore at the heart of the reform agenda and a pre-condition for the effective delivery of Agenda 2063. In this regard, in 2018, the Executive Council requested the Commission (Executive Council Decision 1031) to: "Take disciplinary and legal actions against the persons responsible for illegal payments including allowances, as per AU Financial Rules and Regulations and AU Staff Regulations and Rules". The Executive Council under the same decision further called upon the AU Commission and other AU Organs to strictly adhere to the African Union Staff Rules and Regulations, Financial Rules and Regulations, Administrative Policies and Guidelines, and Other Policy Organ's decisions in the utilization and management of the Union Resources, failure to which sanctions and or disciplinary actions shall be taken against management and staff responsible.

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## II. AU AUDITS

### ***Board of External Auditors***

4. The mandate of the BOEA was, pursuant to Article 83 of the AU Financial Regulations, to express its opinion on the following:
  - a) Whether the financial statements of the AU Organs accurately reflect the financial position of each year ended 31 December
  - b) Whether the financial statements have been prepared in accordance with IPSAS?
  - c) Whether the accounting principles have been applied consistently with the previous period?
  - d) Whether transactions made during the financial year were in accordance with the Financial Regulation of the African Union?
  
5. The AU Board of External Auditors (BOEA), in its final report on the audit of the 2018 financial statements of the African Union (AU) Organs described the level of internal controls as 'extremely weak' and in its 25 May 2019 presentation to the PRC Sub-Committee on Audit Matters identified this as a systemic issue representing "a serious risk to the organization". In addition to this, the External Audit identified a number of specific transactions that were undertaken in breach of the financial rules and regulations and for which an insufficient management response was provided.

*NB: The number of non-compliant transactions has not been determined. All information will be made available at the respective Organ.*

*Chairperson of the Subcommittee on Audit Matters, African Union Commission (AUC), will be the authorized formal sponsor of this forensic audit and single point for escalation of issues.*

### ***Office of Internal Audit:***

6. Article 3 of the AU Internal Audit Regulations (as approved by AU Assembly on 15-16 July 2012) defines the mandate of the Office of Internal Audit (OIA) as indicated below:
  - (i.) *The mandate of OIA shall cover internal audit, special investigation, inspection, monitoring and evaluation of the adequacy and effectiveness of the internal control, financial management, accounting, administrative, data quality, computing and other operational activities of all the African Union Organs.*
  
  - (ii.) *The OIA shall provide independent and objective appraisal of the activities of all the African Union Organs in order to add value and improve their administrative and operational efficiency.*

- 
- (iii.) *The OIA shall help all the African Union Organs accomplish their strategic objectives by utilizing a systematic and disciplined approach to evaluate and improve the risk management, internal control systems and administrative processes compliant with relevant statutes, directives, guidelines, policies and governance standards*

### III. POLICY DECISIONS

7. During the 38th Ordinary Session of the AU Permanent Representatives Committee (PRC) that was held from 17 - 18 June 2019 in Addis Ababa, Ethiopia, the Member States considered the report of the PRC Sub-Committee on Audit Matters. They noted that many of the findings in the External Auditors report have been raised in previous audit reports. They further noted that limited progress appears to have been made in implementing audit recommendations or ensuring compliance with established rules, regulations and policies.
8. The PRC raised a number of concerns regarding financial, procurement and human resources management and recommended that an independent forensic and performance audit of AU Commission be undertaken to look into a number of areas.
9. In this regard, during its 35<sup>th</sup> Ordinary Session held in July 2019 in Niamey, Niger, the AU Executive Council made the following Decisions:
10. Decision ref: EX.CL/Dec.1057(XXXV) whereby paragraph 42a (i) states as follows:

***“An independent forensic and performance audit”** should be carried out parallel to the restructuring of the Commission on financial management, recruitment of personnel, travel and procurement to identify the responsible staff and the root causes for the irregularities and violations of the FRR and SRR. In this regard, the Sub-Committee on Audit Matters should be involved in the drafting of TOR on the selection of an independent firm. The final Report of this audit should be tabled to the Summit in February 2020;*
11. In implementing decision EX.CL/Dec.1057(XXXV) above, the findings of the independent forensic and performance audit was considered at the Joint Sitting of the PRC Sub-Committees on Audit Matters, PRC Sub-Committee on General Supervision and Coordination on the Administrative, Budgetary and Financial Matters, and Experts of the Committee of Fifteen Ministers of Finance (F15) on 27th November & 8th December 2020. The report confirmed some irregularities in the areas audited and pointed out that some of the issues were previously reported by both Internal and External Auditors.
12. Therefore, during its 38th Ordinary Session held from 3-4 February 2021, Addis Ababa, Ethiopia, the Executive Council made the following decisions:

13. **EX.CL/Dec.1107(XXXVIII)** whereby states as follows:

- ✓ **Paragraph 75** “**EXPRESSES** its deep concern with the findings of the independent forensic and performance audit”;
- ✓ **Paragraph 79** “**DIRECTS** that an independent forensic and performance audit also be extended to other AU Organs covering the period 2014 to 2020 and based on the new tendering and procurement processes”

#### **IV.OBJECTIVES**

14. The AU Commission is seeking to hire a well-qualified, experienced, reputed and independent firm(s) to undertake a forensic investigation into key financial, procurement, misuse of resources, human resource management operations and transactions to identify any irregularities (i.e. corruption, asset misappropriation, and fraud) in the financial statements of the other Organs of the African Union namely:-

- i.) African Commission on Human and People’s Rights (**ACHPR**) based in Banjul, the Gambia,
- ii.) African Court on Human and People’s Rights (**AfCHPR**) based in Arusha, Tanzania,
- iii.) African Peer Review Mechanisms (**APRM**), based in Midrand South Africa,
- iv.) African Union Advisory Board on Corruption (**AU-ABC**) based in Arusha, Tanzania,
- v.) African Union Development Agency (**AUDA-NEPAD**) based in Midrand South Africa,
- Pan African Parliament (**PAP**) based in Midrand South Africa.

#### **BRIEF INFORMATION ON THE AU ORGANS SELECTED FOR THE INDEPENDENT FORENSIC AUDIT (2014-2020)**

<b>Lot No.</b>	<b>AU Organ</b>	<b>Location</b>	<b>Total Approved Budget, Year 2020 (USD)</b>	<b>Webpage</b>
1	PAP	South Africa	16.4 Million	<a href="https://au.int/en/pap">https://au.int/en/pap</a>
2	APRM	South Africa	6.9 Million	<a href="https://www.aprm-au.org">https://www.aprm-au.org</a>
3	AUDA-NEPAD	South Africa	29.6 Million	<a href="https://www.nepad.org">https://www.nepad.org</a>
4	AfCHPR	Tanzania	10.4 Million	<a href="https://www.african-court.org">https://www.african-court.org</a>
5	AU-ABC	Tanzania	2.2 Million	<a href="https://anticorruption.au.int">https://anticorruption.au.int</a>
6	ACHPR	The Gambia	4.9 Million	<a href="https://www.achpr.org">https://www.achpr.org</a>

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## V. SCOPE OF WORK

15. The audit will cover the period from January 2014 to December 2020 financial years. But it may also be expanded if the Independent Audit Firm deems it necessary in line with International Standards.

16. The scope of work will focus on evaluating existing internal controls in all relevant key operational areas of the above listed AU Organs in order to determine whether they are efficient and effective:

a) Finance and Accounting Practices

- Undertake deep and thorough internal investigation into specific cases of non-compliance with the relevant rules, regulations, established policies and standards identified in internal and external audit reports;
- Quantify if possible cases of extravagant, excessive, expensive waste & loss of funds.

b) Staff Recruitment and Contract Renewal Processes

- Review of the Organ's recruitment systems and process over the last five years (i.e. 2016-2020), so as to assess whether the recruitment of regular and short term staff at all levels, is undertaken in line with AU rules and regulations; and
- Review the contract renewal processes and procedures to assess whether these are undertaken in conformity with the established rules and procedures
- Ascertain whether the staff recruited are qualified and were recruited in accordance with the recruitment procedures.

c) Procurement and Travel Practices

- Assess the current procurement and travel system against the following indicators: Value for money, competition amongst service providers, efficiency, economy, fairness, integrity and transparency and the interests of the African Union;
- Assess the adequacy of the staff resources within the Procurement Unit;
- Assess the competence, commitment and interest of the workforce;

- 
- Undertake a performance audit of the procurement and travel management system; and
  - Ascertain and identify the staff responsible for the misuse of the Union's resources.

d) Management of "Administrative Costs" for Partner Funded Projects

- Review the management of administrative costs charged under partner projects and programs in order to assess whether this is in line with AU rules, regulations, policies and reporting requirements;
- Review all partner contribution agreements to identify and establish the specific amounts provided for as administrative costs, reasons and validity for allocation such costs;
- Verify the timing and completeness of income recognition of the administrative costs in the AU Books of Accounts and the reporting thereof;
- Verify the expenditures made out of the income from the administrative costs in order to assess whether the amounts were budgeted for, approved and in compliance with the AU Financial Rules and Regulations (FRR).

e) Management of Member State and Partner Funds

- Deep and thorough review of transactions including, but not limited to, transactions identified in reports of the Board of External Auditors and the Office of Internal Audit reports to verify whether these expenditures were as per requirement of the AU Financial Rules and Regulations and other rules governing these funds;
- Ascertain the changes needed to the AU Financial Rules and Regulations to strengthen the internal and management controls of AU Resources.

17. Regarding administration costs charged under partner projects and programs, the Forensic Audit shall look into all the contracts that the Organ has signed within the timeframe.

18. The Independent Audit Firm shall inform the Chairperson of the AU Commission as soon as possible regarding any limitations in the scope of work they may find prior to, or during, the audit.

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19. The audit will be performed at each respective Organ's premises in the cities and countries indicated in the list on paragraph 15 above, and the use of technological tools could be applied where necessary.

## **VI. DELIVERABLES, TIME FRAME & REPORTING**

20. At the end of the forensic audit a report shall be produced outlining the findings and recommendations as follows:

- a) Specific findings and recommendations in each area of investigation;
- b) Identification of specific individuals and units responsible for each finding; and
- c) Identify systemic issues related to governance, probity, accountability, transparency and integrity at the AUC in relation to finance, human resource management and procurement operations.

21. The audit shall be undertaken within a ninety (90) day period. However, this period could be extended by the PRC Sub-Committee on Audit Matters depending upon the circumstances.

22. The selected Audit Firm shall have periodic sessions/briefing with the PRC Sub-Committee on Audit matters to brief them as the forensic audit is progressing and the challenges thereof if at all.

23. The Draft Reports shall be submitted to the respective Heads of each Organ's Secretariat for management responses within a specified time frame set by the auditors. The Audit Firm shall give their views on the management responses.

24. The initial Draft Reports prepared by the Audit Firm as well as the responses of the respective Organs shall be submitted to the Sub-committee on Audit Matters, as annex to the final reports.

25. The Independent Auditors shall present their findings to Joint sitting of the PRC Sub-Committee on Audit Matters and the General Supervision and Coordination on budgeting, financial and administration matters by 15 February 2022 in Addis Ababa, Ethiopia.

## **VII. EXPERIENCE OF THE FIRM**

26. The firm should have a proven record of performing a minimum of five (5) similar and/or related activities.

27. The firm should also have at least ten (10) years of experience at national and /or international level.



## VIII. QUALIFICATION AND NUMBER OF KEY STAFF

28. Team Leaders (Project Partner, Project Manager, Senior Associates etc.) should have:

- At least advanced University Degree in, Law, Forensic Accounting/Auditing, Information technology, and /or Management.
- At least one International Professional Certification such as CFE (Certified Fraud Examiner)
- Extensive knowledge and experience of at least ten (10) years of working in the areas of forensic audit and performance audits.

29. Technical Experts (Associates, Specialists etc.) and should have:

- At least University Degree in Law, Forensic Accounting/Auditing, Information Technology and/or Management.
- At least one International Professional Certifications such as CFE.
- Extensive knowledge and experience at least seven (7) years of working in of forensic audit and performance audits.

## IX. EVALUATION AND QUALIFICATION CRITERIA

30. The score for the evaluation and qualification criteria shall be determined as per the following value points:

<b>Technical Proposal Evaluation Points</b>		
1.	Specific experience of the Consultant (as a firm) relevant to the assignment and number of years;	10
2.	Adequacy and Quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	
	2.1 Adequacy of the proposed technical approach and methodology in responding to the TOR	25
	2.2 Work plan in responding to the TOR	5
<b>Key Experts Qualification and Competence for the Assignment*</b>		
1.	Team Leaders/ Partner	30
2.	Technical Experts (Experts, Six marks for each Expert)	30
	<b>Total Score</b>	<b>100</b>
	<b>*Assessment criteria for the Key expert</b>	Points
a)	General qualifications (general education and trainings)	30%
b)	Adequacy for the Assignment (relevant experience in similar assignments)	70%

NB: The above listed experts will be evaluated for comparison of proposals, bidders should demonstrate how they will execute the assignment within the prescribed timeline.

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31. The pass mark for the technical proposal is 70%.

32. International travel is not anticipated for this assignment, therefore, firms with representatives in the respective countries will have an added advantage. Firms without local representation should demonstrate in their methodology how the work will be executed.

**X. GOVERNANCE AND SUPPORT BY AFRICA UNION COMMISSION**

33. The AU organs concerned will provide for the selected Firm the necessary office space and access to personnel, data, information and facility for supporting the performance of the Forensic and Performance Audit.

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## 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: \_\_\_\_\_

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**C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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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**

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

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

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**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.}*

\_\_\_\_\_

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**Employment Record:**

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

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**Certification:**

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

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

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

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



**Section 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) <sup>6</sup>	Amount(s)
Total Amount of Financial Proposal		<hr/>

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<sup>6</sup> 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 <sup>7</sup>					
5.	Office rent/accommodation/ clerical assistance					
	Grand Total					_____

<sup>7</sup> 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					_____
						_____

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**Section 7: Form of Contract**



**CONTRACT**

Between

**The African Union**

And

*(Name of Consultant)*

For

**Consultancy to Conduct an Independent Forensic &  
Performance Audit of Other African Union Organs  
(ACHPR, AfCHPR, APRM, AU-ABC, AUDA-  
NEPAD, PAP)**

Contract Number AUC/OIO/C/00

*(Date)*

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## CONTRACT

THIS CONTRACT (hereafter referred to as the “Contract”) is entered into between the African Union, represented by the African Union Commission (hereinafter referred to as the “Client”), having its principal place of business at the African Union Commission Headquarters, Roosevelt Street, Addis Ababa, Ethiopia, of the one part;

And (*name and Address of the Consultant*), (hereinafter referred to as the “Consultant”) of the other part. The Consultant and the Client are hereinafter jointly referred to as the “Parties” and each individually as a “Party”.

WHEREAS the Client invited proposals for certain Services, viz., **Consultancy to Conduct an Independent Forensic & Performance Audit of Other African Union Organs (ACHPR, AfCHPR, APRM, AU-ABC, AUDA-NEPAD, PAP)** and has accepted a Proposal by the Consultant for the provision of those Services in the sum of (*Indicate amount*) hereinafter referred to as “the Contract Price”.

### **NOW therefore the Parties hereby agree as follows:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the listed order of precedence:
  - a) Contract Agreement;
  - b) Special Conditions of Contract;
  - c) General Conditions of Contract;
  - d) Appendix A: Terms of Reference(TOR);
  - e) Proposal submitted by the Consultant; and
  - f) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant agrees to provide the Services and to remedy any defects therein, in conformity with the Provisions of this Contract.
4. The Client agrees to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by this Contract.
5. This Contract shall be for a period of 90 working days during the period commencing on and ending on . The Consultants shall begin carrying out the Services starting from the signing date of this Contract.



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**For and on behalf African Union  
Commission**

Name:

Title:

Signature: -----

Date:-----

**For and on behalf of**

Name:

Title:

Signature:-----

Date:-----

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# 1. General Conditions of Contract

## 1.1 Definitions

### General Provisions

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

- (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 2 of the signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;
- (d) “Country specified for performance of the Services” means the Country specified in the SCC;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1;
- (f) “Foreign Currency” means any currency other than Currency of the Country specified for performance of the Services;
- (g) “GCC” means these General Conditions of Contract;
- (h) “Local Currency” means the Currency of the Country specified for performance of the Services;
- (i) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- (j) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- (k) “Personnel” means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof. “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Country specified for the performance of the Services. “Local Personnel” means such persons who at the time of being so hired had their domicile within the Country specified for performance of the Services. “Key Personnel” means the Personnel referred to in GCC Clause 4.2(a);
- (l) “SCC” means the Special Conditions of Contract by which the

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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;
- (n) “Sub-Consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of GCC Clauses 3.5 and 4;
- (o) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-Consultant;

- 
- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation, and the relationship between the Parties shall be governed by the Applicable Law specified in the SCC.
- 1.3 Language** This Contract has been executed in the language specified in the SCC, which shall be the binding and authoritative language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be sent to the other Party at the address specified in the SCC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as agreed between the Parties.
- 1.6 Authorised Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC, or as otherwise agreed by the Parties.
- 1.7 Taxes & Duties**
- 1.7.1 African Union Exemption from Taxes & Duties** The AU 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 Client to deduct from payments any amount representing such taxes or duties charged to the AU by the Consultant. In the event that any taxing authority refuses to accept the AU's exemption from such taxes or duties, the Consultant shall immediately consult with the Client.
- 1.7.2 Consultant Obligations on Taxes & Duties** The Consultant shall be responsible for obtaining exemption for the African Union of all such taxes, duties, license fees, and other impositions incurred within AU Member States, unless otherwise agreed in writing by the Client. 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**

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**2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s Letter of Acceptance instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

**2.2 Commencement of Services** The Consultants shall begin carrying out the Services after the signing of this Contract or at such other date as may be specified in the SCC.

**2.3 .Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as specified in the SCC.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

**2.5 .Force Majeure**

**2.5.1 Definition**

(a) For the purposes of this Contract, “*Force Majeure*” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. *Force Majeure* includes, but is not limited to, events such as war, riots, civil disorder, earthquakes, fires, explosions, storms, floods or other extremely adverse weather conditions, as well as protracted and debilitating strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are reasonably within the power of the Party invoking *Force Majeure* to prevent), confiscation or any other significantly disruptive action taken by government agencies.

(b) *Force Majeure* shall not include (i) any event which is caused by the negligence or intentional action or inaction of a Party or such Party’s Sub-Consultants, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to have both: (a) take into account

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at the time of the conclusion of this Contract; and (b) avoided or overcame in the carrying out of its obligations under this Contract.

- (c) *Force Majeure* shall not include insufficiency of funds or failure to make any payment required under the Contract.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event: (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may terminate this Contract, by giving not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GCC Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of *Force Majeure*, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or executing the Contract. For the purpose of this clause:

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

“fraudulent practice”<sup>9</sup> is any act or omission including a misrepresentation that knowingly, or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

“coercive practice”<sup>11</sup> is practice which impairs or harms or threatens to impair or harm, directly or indirectly, any party or the property of the party to illegally or improperly influence the actions of a party;

“obstructive practice” is deliberately destroying, falsifying, altering or concealing 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, collusive, or otherwise illegal or improper practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.6.2 By the Consultants**

The Consultants may terminate this Contract, by giving not less than thirty (30) days’ written notice to the Client, as long as such notice is given after the occurrence of any of the events specified in paragraphs (a) and (b) of this GCC Clause 2.6.2:

- (a) if the Client fails to pay any funds due to the Consultants

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

<sup>9</sup> a “party” refers to any officer, contractor or agent 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.

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

<sup>11</sup> a “party” refers to any participant in the procurement or contract execution processes.

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pursuant to this Contract and not subject to dispute pursuant to GCC Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

- (b) if, as the result of *Force Majeure*, the Consultants are unable, or are unlikely to be able, to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clause 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to GCC Clause 6 for Services satisfactorily performed prior to the effective date of termination.
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of GCC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the reasonable and necessary cost of the return travel of the Personnel and their eligible dependents.

### **2.7 Entire Agreement**

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

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

#### **3.1.1 Standard of Performance**

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

#### **3.2 Conflict of Interests**



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- 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, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them shall also 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 relevant AU procurement regulations and at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
- 3.2.3 Consultants and Affiliates Not to be Otherwise Interested in Project** The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from, or closely related to the Services, unless expressly agreed otherwise by the Parties in writing.
- 3.2.4 Prohibition of Conflicting Activities** Neither the Consultants nor their Sub-Consultants or Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities which might conflict with the activities assigned to them under this Contract; or
  - (b) after the termination of this Contract, such other activities as may be specified in the SCC.
- 3.3 Confidentiality** The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultants** The Consultants shall,
- (a) take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, specified in the SCC; and
  - (b) at the Client's request, provide evidence to the Client showing that such insurance has been taken out and maintained and that the

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current premiums have been paid.

- 3.5 Consultants' Actions Requiring Client's Prior Approval**
- The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a sub-contract for the performance of any part of the Services;
  - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"); and
  - (c) any other action that may be specified in the SCC.

- 3.6 Reporting Obligations**
- The Consultants shall submit to the Client the reports, documents and software specified in Appendix B in the form, quantity, and within the periods set forth in the said Appendix.

- 3.7 Documents Prepared by the Consultants to Be the Property of the Client**
- All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

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#### **4. CONSULTANTS' PERSONNEL**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

##### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made to the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better experience, capabilities and qualifications, and shall notify the Client of the same.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct, have a conflict of interests, or have been charged with having committed a crime, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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## 5. OBLIGATIONS OF THE CLIENT

### 5.1

#### **Assistance and Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to, where possible::

- (a) Assist the Consultants, Sub-Consultants and Personnel with obtaining work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services;
- (b) Assist 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) Assist the Consultants and the Personnel and any Sub-Consultants employed by the Consultants to obtain exemption 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) Assist the Consultants, any Sub-Consultants and their Personnel to be granted the privilege, pursuant to the Applicable Law, of bringing into the Country specified for performance of the Services reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents, and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

### 5.2

#### **Modificati on of Contract Sum**

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

### 5.3

#### **Services and Facilities**

The Client shall make available to the Consultants, free of any charge, the Services and Facilities listed under Appendix A.

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## 6. PAYMENTS TO THE CONSULTANTS

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall include all staff costs, Sub-Consultants' costs, printing, communications, travel, accommodation, , and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in GCC Clause 5.2, the Contract Price may only be increased above the amounts stated in GCC Clause 6.2 if the Parties have agreed to additional payments in accordance with GCC Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SCC.  
(b) The price payable in local currency is set forth in the SCC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
- 6.4 Terms and Conditions of Payment** Payments will be made into the account of the Consultants and according to the payment schedule stated in the SCC.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond ninety (90) days after receipt of the Consultant's invoice, interest shall be paid to the Consultants for each day of delay at the rate stated in the SCC.

## 7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

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## Section V. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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**GCC Clause 1.1 (d)** The Country specified for performance of the Services is: **Country Locations as indicated in the TOR**

**GCC Clause 1.3** The language of the contract is English

**GCC Clause 1.4** The addresses for notices are:

Client: African Union  
Attention: \_\_\_\_\_  
e-mail: [tender@africa-union.org](mailto:tender@africa-union.org)  
Facsimile: +251115517700

Consultants:  
Attention: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Tel: \_\_\_\_\_

**GCC Clause 1.6** The Authorised Representatives are:

For the Client:

The Commission designate the Director of Internal Audit as the Coordinator of this contract. The Coordinator will be responsible inter-alia for the coordination of activities under this contract, for acceptance and approval of the reports and of other deliverables by the Commission and for receiving and approving invoices for the payment.

For the Consultants:

**GCC Clause 1.7** The Client warrants that the Consultants, the Sub-Consultants and the Personnel shall be exempt from any local taxes, duties, fees, levies and other impositions imposed within the Country specified for performance of the Services on the Consultants, the Sub-Consultants and the Personnel in respect of:

- (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;

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- (b) any equipment, materials and supplies brought into the Country specified for performance of the Services by the Consultants or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into the country, will be subsequently withdrawn therefrom by them;
  - (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:
    - (i) 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
    - (ii) if the Consultants, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Country specified for performance of the Services upon which customs duties and taxes have been exempted, the Consultants, Sub-Consultants or Personnel, as the case may be, shall bear such customs duties and taxes in conformity with the regulations of the Country specified for the performance of the Services.

**GCC Clause 2.1** The effectiveness of the Contract is subject to the following conditions:

**GCC Clause 2.3** The time period for expiration of the Contract shall be \_\_\_\_\_ or such other time period as the parties may agree in writing.

**GCC Clause 3.4** The risks and insurance coverage shall be:

- (a) professional liability insurance, with a minimum coverage of *[100% of the contract price]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the

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Consultants and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

**GCC Clause 6.2(a)** The amount in foreign currency or currencies.

**GCC Clause 6.4** Payments shall be made according to the following schedule:

Payments shall be made within [30] days of receipt of the invoice and the relevant documents specified in Clause 6.4 and within [30] days in the case of the final payment.

**GCC Clause 7.2** Settlement of Disputes:

**(a) *Contract with a foreign Consultant:***

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 most recently adopted by UNCITRAL at the time of the Contract being executed, including relevant amendments and additions adopted by UNCITRAL on the date of the execution of the Contract.

In any arbitration proceeding hereunder:

- (a) unless otherwise agreed by the Parties, proceedings shall be held in [*Ethiopia*];
- (b) the English language shall be the official language for all purposes, with interpretation to other AU working languages when necessary; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators, shall be final and binding.

**Immunities and Privileges**

Nothing in this Contract may be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities, which the AUC enjoys under international law and national laws applicable to it.



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## **Appendix A: Terms of Reference (TOR)**

**Appendix B: Report Requirement**

**Appendix C: Key Personnel**

**Appendix D: Remuneration Fee and Reimbursable Costs**