



African Union

REQUEST FOR PROPOSALS

BY THE

AFRICAN UNION COMMISSION

FOR

**CONSULTANCY SERVICE-RECRUITMENT PROCESS OUTSOURCING(RPO)TO
FACILITATE THE RECRUITMENT PROCESS OF VARIOUS VACANT POSITION
WITHIN THE AFRICAN UNION COMMISSION
(UNDER TWO YEARS FRAMEWORK CONTRACT)**

Procurement No: AUC/HRM/C/RPO/FW

CONTENTS

CONTENTS..... 1

SECTION 1. LETTER OF INVITATION 2

SECTION 2. INFORMATION TO BIDDERS 2

 1. Introduction..... 4

 2. Clarification and Amendment of RFP Documents 7

 3. Preparation of Proposal..... 7

 4. Submission, Receipt, and Opening of Proposals 10

 5. Proposal Evaluation 11

 6. Negotiations 12

 7. Award of Contract..... 13

 8. Confidentiality 13

 APPENDIX 13

SECTION 3 - DATA SHEET..... 14

SECTION 4. TECHNICAL PROPOSAL - STANDARD FORMS.....

SECTION 5. TERMS OF REFERENCE 18

AFRICAN UNION



UNION AFRICAINE

الاتحاد الأفريقي

UNIÃO AFRICANA

Addis Ababa, ETHIOPIA P. O. Box 3243 Tel: +251 (0)11-551 7700 Fax: +251
(0)11-551 0430

Website: www.africa-union.org

LETTER OF INVITATION

Dear Prospective Bidder,

The African Union, established as a unique Pan African continental body, is charged with spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a New Partnership worldwide. Its Headquarters is located in Addis Ababa, capital city of Ethiopia

The African Union Commission, as secretariat of the Union is responsible for the management of recruitment process of the Commission and other organs in line with relevant rules, regulations and policies of the AU. In order to fast-track recruitment process and cater for time sensitive positions, the AUC has decided to use the option of **Recruitment Process Outsourcing (RPO)** whereby a recruitment firm will be selected and required to deploy recruiters in the African Union Commission Headquarters that will work closely with the AUC Recruitment Unit.

The African Union now invites proposals to provide the following consulting services (hereinafter called "Services") **Recruitment Process Outsourcing (RPO) to facilitate the recruitment process of various vacant position within the African Union Commission (under two years framework contract)**

More details on the Services are provided in the Terms of Reference (Section 6).

Bidders are required to provide, but not limited to the following:

- **Submission of a technical and financial proposal in the format provided in the bid document. (Technical and financial offers must be submitted in two separate Electronic File (PDF))**
- **Where bidders are bidding as a joint venture, a joint venture agreement or Memorandum of understanding is required. It should be clearly indicated who the lead bidder is.**
- **Trade /Registration License**

The deadline for submission of bids is **1st July 2022** at 1500hrs local time. Technical bids shall be opened on Friday 1st July 2022 at 1500hrs in the presence of bidders or bidders' Representatives who choose to attend, at the African Union Premises, **Building C, 3rd Floor, Directorate of Operations Support Meeting Room or virtually through a meeting link which will be shared with applicants who chose to participate on the bid opening virtually.**

Section 2. Information to Consultants

This is a TWO ENVELOPE BIDDING PROCESS. The technical and financial offers should be in two separate password protected PDF files saved in one folder. The files must be clearly marked with the Title and procurement number. Late bids will be rejected and returned unopened to bidders.

The prices quoted by the firm is expected remain unchanged for the duration of the contract (two Years)

A firm will be selected under *Least Cost Selection Method* and procedures described in this RFP.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Bidders
- Section 3 – Data Sheet
- Section 4 - Technical Proposal - Standard Forms
- Section 5- Financial Proposal – Standard Forms
- Section 6- Terms of Reference, Deliverables and Time Frame

The bid is open to all eligible firms from AU/UN affiliated countries.

Yours sincerely,

Aleck Munhamo
OIC, Procurement Unit

1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The bidders are invited to submit a Technical Proposal and a financial proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of bidder under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The Bidders must familiarise themselves with local (African) conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, Bidders 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. Bidders 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. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining requirements needed to carry out the services, and make available relevant project data and reports.
- 1.6 Note that: (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 African Union policy requires Bidders 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. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Client.
 - 1.7.1 Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:
 - (a) Conflict between contracting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to

Section 2. Information to Consultants

provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's contracting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).

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

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

1.7.2 As indicated in paragraph 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 In the event of 1.7.2. and in order to ensure fairness and transparency in the selection process, it is required that Bidders or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, all information that would in that respect give a consultant a competitive advantage shall be made available to all the short-listed Bidders together with the request for proposals.

Section 2. Information to Consultants

1.8 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/ Contractors/ observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy the AU:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

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

1.10

Section 2. Information to Consultants

- 1.11 Bidders shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Bidders 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 Bidders 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 Bidders 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 Bidders 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, Bidders 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, Bidders must give particular attention to the following:
- (i) If a Bidder 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 Bidders or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other Bidders

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

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

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

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

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

Section 2. Information to Consultants

invited for this assignment only with approval of the Client as indicated in the Data Sheet.

- (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 Bidders 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.

Section 2. Information to Consultants

- (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, Bidders 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 Bidders may express the price of their services in any freely convertible currency. The Bidders may not use more than three foreign currencies. The Client may require Bidders 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 Bidders 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 Bidders 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 Bidders shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal if required (see paragraph 1.2) in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Committee."
- 4.5 The completed Technical and Financial Proposals if required (see paragraph 1.2) must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Bid Opening Committee. The Financial Proposal shall remain sealed and retained securely until all submitted proposals are opened publicly.
- 4.7 The Firm may withdraw its Proposal after the Proposal's submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Proposals. The Firms' withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the firm on the Proposal Submission Form.

5. Proposal Evaluation

- General**
- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder'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 Bidder'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 Bidders whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference, The notification may be sent by registered letter, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded as the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.7 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have cost all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 3.7.

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

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

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

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the 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 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

Section 2. Information to Consultants

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 Bidders on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Bidders 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 Bidders 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	Description
ITC Clause 1.1	The name of the Client is: African Union Commission ; The method of selection is: Least Cost Selection Method
ITC Clause 1.2	Financial Proposal shall be submitted together with the Technical Proposal, in separate electronic files (PDF) The Name, and Procurement Number of the assignment are: Consultancy service-Recruitment Process Outsourcing (RPO)to facilitate the recruitment process of various vacant position within the African Union Commission (UNDER TWO YEARS FRAMEWORK CONTRACT) Procurement Number Procurement No: AUC/HRM/C/RPO/FW
ITC Clause 1.5	The Client will provide the following inputs: <ul style="list-style-type: none"> • Please refer the ToR for details
ITC Clause 2.1	For Clarification of bid purposes only, the Purchaser's address is: O.I.C, Procurement Unit Address: African Union Commission Floor/ Room number:3rd Floor City: Addis Ababa ZIP Code: P.O Box 3243 Country: Ethiopia Tel: +251 11 551 77 00, Ext 4526/4305 Facsimile number: +251 11 551 78 44 or +251 11 551 87 18 Electronic mail address: tender@africa-union.org and tesfayeh@africa-union.org Requests for clarification should be received by the AU no later than: 14 days before the deadline of the RFP.
ITC Clause 3.1	Proposals should be submitted in English language .
ITC Clause 3.3(iv)	The minimum required experience of proposed professional staff is: Refer to TOR
ITC Clause 3.3(vi)	Reports that are required under the assignment shall be submitted in English Language
ITC Clause 3.4(viii)	Additional information required in the Technical Proposal is: None
ITC Clause 3.10	Proposals must remain valid for 60 days after the submission date.

<p>ITC Clause 4.3</p>	<p>The Consultant must submit: A signed proposals with official stamp as follows: (a) Technical Proposal: one (1) original – pdf file; (b) Financial Proposal: one (1) original – pdf file</p> <p>Consultants shall use the standard templets provided under Section 4 and Section 5 of the RFP.</p>
<p>ITC Clause 4.4</p>	<p>The address for submission of proposals is:</p> <p>The Consultants shall submit their Proposals electronically as per the following details.</p> <p>The PDF copy of the technical and financial proposals in separate files shall be submitted by EM (Electronic e-mail). The files of the technical and Financial Proposal should be separately encrypted, or password protected. <u>The Email shall not be encrypted but only the Technical and Financial Proposals shall be encrypted or password protected.</u> The procedure is:</p> <p>The separate files of the technical and financial proposals should be sent to the following email addresses: tender@africa-union.org and tesfayeh@africa-union.org</p> <p>Consultants should ensure documents are not corrupt or affected by any computer virus that may possibly deny an access to the files. The Client shall not be responsible for such corrupt files which may deny access during the proposal opening process.</p> <p>a) The Consultant will receive the confirmation email from the AU once the Proposal is received by e-mail.</p> <p>b) Password or encryption key should be broken into two parts for both the technical and financial proposal zipped files. The two parts should be sent to the following officially designated recipients:</p> <p>(i) The first part be sent by EM to: tender@africa-union.org The second part be sent by EM to: tesfayeh@africa-union.org</p> <p>c) <u>Time of sending of password or encryption key for the technical proposals:</u> The passwords or “encryption key” for technical proposals will be sent at least four hours before Proposal submission deadline.</p> <p>d) <u>Time of sending of password or encryption key for the financial proposals:</u> After receiving the results of the technical proposal, consultants scoring at least the minimum qualifying technical score required (i.e. 70%) to pass technical evaluation will be asked (via email) to provide their password for the financial proposals. As mentioned above, it is reiterated that <u>shortlisted consultants shall use different encryption key or passwords for the technical and financial proposals. The password for the financial proposal shall be sent about 4 hours prior to the financial proposal opening time in two parts to the same email IDs as for the technical proposal mentioned above.</u></p> <p><u>The subject of the email address should indicate the procurement reference number</u></p>

ITC Clause 4.5	<p>Proposals must be submitted no later than: 1500 hours EAT on Thursday 30th June 2022 Late bids shall be rejected. The opening shall take place at: Online. Zoom link will be shared to those who are interested to participate during the opening. Date: July 1, 2022 Time: 15:30 Local Time (Addis Ababa Time)</p>										
ITC Clause 5.1	<p>The addresses for communications to the Client is: Head Procurement Unit Street Address: African Union Commission, Roosevelt Street Floor/ Room number: 3rd Floor, Building C City: Addis Ababa ZIP/Postal Code: P.O Box 3243 Email: tender@africa-union.org and tesfayeh@africa-union.org Country: Ethiopia</p>										
ITC Clause 5.3	<p>The number of points to be given under each of the technical evaluation criteria are:</p>										
	<p>The points given to evaluation criteria are:</p> <table border="1" data-bbox="443 954 1407 1984"> <thead> <tr> <th data-bbox="443 954 1316 1025">Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</th> <th data-bbox="1316 954 1407 1025"></th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1025 1316 1066">(i) General experience of the firm in terms of years</td> <td data-bbox="1316 1025 1407 1066">10%</td> </tr> <tr> <td data-bbox="443 1066 1316 1137">(ii) Experience of the Consultant (as a firm) relevant to the Assignment (7 points per assignment)</td> <td data-bbox="1316 1066 1407 1137">35%</td> </tr> <tr> <td data-bbox="443 1137 1316 1352">(iii) Adequacy and quality of the proposed work plan in responding to the Terms of Reference (TORs): a) Turnaround time to deploy a recruiter.....20 c) Organization and staffing.....10</td> <td data-bbox="1316 1137 1407 1352">30%</td> </tr> <tr> <td data-bbox="443 1352 1316 1984"> (iii) Key Experts' qualifications and competence for the Assignment: a) Position K-1: [Project manager] [15] b) Position K-2 [Technical officer] [10] Total points for criterion (iii): [25] The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 30% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70 % <div style="text-align: right;"> <i>Total weight:</i> 100% </div> Total points for the three criteria: 100 </td> <td data-bbox="1316 1352 1407 1984">25%</td> </tr> </tbody> </table>	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		(i) General experience of the firm in terms of years	10%	(ii) Experience of the Consultant (as a firm) relevant to the Assignment (7 points per assignment)	35%	(iii) Adequacy and quality of the proposed work plan in responding to the Terms of Reference (TORs): a) Turnaround time to deploy a recruiter.....20 c) Organization and staffing.....10	30%	(iii) Key Experts' qualifications and competence for the Assignment: a) Position K-1: [Project manager] [15] b) Position K-2 [Technical officer] [10] Total points for criterion (iii): [25] The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 30% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70 % <div style="text-align: right;"> <i>Total weight:</i> 100% </div> Total points for the three criteria: 100	25%
Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:											
(i) General experience of the firm in terms of years	10%										
(ii) Experience of the Consultant (as a firm) relevant to the Assignment (7 points per assignment)	35%										
(iii) Adequacy and quality of the proposed work plan in responding to the Terms of Reference (TORs): a) Turnaround time to deploy a recruiter.....20 c) Organization and staffing.....10	30%										
(iii) Key Experts' qualifications and competence for the Assignment: a) Position K-1: [Project manager] [15] b) Position K-2 [Technical officer] [10] Total points for criterion (iii): [25] The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 30% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70 % <div style="text-align: right;"> <i>Total weight:</i> 100% </div> Total points for the three criteria: 100	25%										

Section 3. Information to Consultants – Data Sheet

	The minimum technical score (St) required to pass is: <u>70</u>	
ITC Clause 5.7	<p>The single currency for price conversions is: <u>US Dollars</u></p> <p>The source of official selling rates is: UN rate</p> <p>The date of exchange rates is the deadline dates for the submission of proposals.</p>	
ITC Clause 6.1	<p>Negotiations and further discussions with successful bidder, if required will be held at :</p> <p>The African Union Commission, P. O. Box 3243, Addis Ababa, Ethiopia Roosevelt Street, Old Airport 3rd Floor, Building C, Addis Ababa, Ethiopia</p>	
ITC Clause 7.2	<p>The assignment is expected to commence not later than three (3) weeks after the deadline for the submission of proposals</p>	

Section 4. Technical Proposal - Standard Forms

- 4A. Technical Proposal Submission Form.
- 4B. Consultant's Organization and Experience
- 4C. Comments and suggestions of Consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference
- 4E. Team Composition and Task Assignments.
- 4F. Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- 4G. Time Schedule for Professional Personnel.
- 4H. Activity (work) schedule.

4A. TECHNICAL PROPOSAL SUBMISSION FORM

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

We, the undersigned, offer to provide the services for {*Title of services to provide and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

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

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

We remain,

Yours sincerely,

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

4B. CONSULTANT’S ORGANIZATION AND EXPERIENCE

A brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is **most relevant to the assignment**. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous **similar** assignments successfully completed in the last 10 years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Job Evaluation and development of Job Description for... }	{e.g., UN, EU, ..., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., Conducted compensation and benefit analysis for an international public organizations}	{e.g., UN, EU, ..., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

4C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any }

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any }

4D. DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

4E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Experts		
Name	Position	Task

2. Non-Key Experts, if any		
Name	Position	Task

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

Position Title and No.	{e.g., K-1, TEAM LEADER }
Name of Expert:	{Insert full name }
Date of Birth:	{day/month/year }
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert	Signature	Date
----------------	-----------	------

{ day/month/year }

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: {key} Part-time: {key}
 Reports Due: {key}
 Activities Duration: {key}

Signature: _____

{ Authorised representative }

Full Name: _____

Title: _____

Address: _____

4H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	Date
1. Engagement with Various stakeholders	
2. Draft Report	
3. Final Report	

SECTION 5 - FINANCIAL PROPOSAL - STANDARD FORMS

- 5A. Financial Proposal Submission Form.
- 5B. Summary of Costs.
- 5C. Breakdown of Price per Activity.
- 5D. Breakdown of Reimbursable Expenses

5A. FINANCIAL PROPOSAL SUBMISSION FORM

{Date}

To: {Name and address of Client}

Sir / Madam:

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

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

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

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

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

Yours sincerely,

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

5B. SUMMARY OF COSTS

Item	Cost
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal:	

N.B The prices quoted by the firm is expected remain unchanged for the duration of the contract (two Years)

5C. BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration						
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Amount	Total
Key Experts						
K-1			[Home]			
			[Field]			
K-2						
Non-Key Experts						
N-1			[Home]			
N-2			[Field]			
Total Costs						

5D. BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Amount			
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports }							
	{e.g., Office rent}							
							
	{Training of the Client’s personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

Section 6 - Terms of Reference, Deliverables and Timeframe

TERMS OF REFERENCE RECRUITMENT PROCESS OUTSOURCING (RPO) TO FACILITATE THE RECRUITMENT PROCESS OF THE VARIOUS VACCANT POSITIONS WITHIN THE AFRICA UNION COMMISSION UNDER FRAMEWORK CONTRACT

1. BACKGROUND

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 and launched on 9 July 2002 in South Africa, replacing the Organisation of African Unity (OAU). The AU is charged with spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a New Partnership worldwide. Its Headquarters is located in Addis Ababa, Ethiopia.

The African Union Commission (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. In this regard, it is essential that the required number of staff, skills and capacities are in place. In order to achieve this, an efficient recruitment process would have to be undertaken to find suitable and competent candidates who meet the job profiles of positions within the commission's structure.

In order to fast track the recruitment process, and to cater for time sensitive positions, the AUC has decided to use the option of Recruitment Process Outsourcing (RPO) whereby a recruitment firm will be selected and required to deploy recruiters in the African Union Commission Headquarters that will work closely with the AUC Recruitment Unit.

The AUC will sign a framework agreement with the selected firm and specific assignment letter will be sent to the firm referring to the framework agreement for any specific recruitment assignment within the validity of the contract. The AUC is currently using a Merit-Based Recruitment System (MBRS). The recruiters to be deployed by the selected firm will be given access to SAP *SuccessFactors* for the period of their assignment.

2. SCOPE OF WORK

The scope of work covers the development of a recruitment plan per assignment and execution of the recruitment process in line with the Staff Rules and Regulations (SRR) of the AU. The deployed recruiters will be required to coordinate end to end recruitment process of assigned portfolios. The Recruitment may cover categories of staff as listed below. Specific requirements will be communicated to the firm through assignment letter.

3. GENERAL OBJECTIVES OF THE ASSIGNMENT

The general objective of the assignment is to assist AUC in identifying African talent from the continent and the diaspora in an open, credible, transparent competitive and timely selection process.

- i. Category I Senior Management - P5 and above;
- ii. Category II Senior Officers and Experts - P3 and P4;
- iii. Category III Officers - P1 and P2;
- iv. Category IV General Services or Support Staff.

4. SPECIFIC OBJECTIVES OF THE ASSIGNMENT

While undertaking the assignment the deployed recruiters are expected to:

- i. Own the assigned portfolio and develop a recruitment plan;
- ii. Create requisitions and screening questionnaires within MBRS *SuccessFactors* for publication;
- iii. Coordinate shortlisting exercises to determine those who meet the minimum predetermined criteria in accordance with the AU Staff Rules and Regulations, Policies, and the requirements of the specific Job descriptions;
- iv. Issue reports of the shortlisting exercises which shall be submitted to the Recruitment and Selection Committee for each position;
- v. Coordinate written exams and interview sessions, administer psychometrics or any other tests relevant to the category and complexity of the Job, in accordance with the AU Staff Rules and Regulations, Policies, and the requirements of the specific Job descriptions;
- vi. Issue reports of the selection process which shall be submitted to the Recruitment and Selection Committee for each position.
- vii. As part of the selection process, conduct a full reference checks of the best final candidates,

5. DELIVERABLES

- i. The recruiter/s deployed by the firm are expected to submit a detailed report at key milestones of the recruitment process for each position;
- ii. The firm is expected to submit a monthly progress report on recruitment process undertaken by the deployed recruiter/s;
- iii. The firm is expected to submit an executive report on the recruitment process undertaken for all positions undertaken for each assignment

6. TIME FRAME

The firm is expected to propose a reasonable timeframe for each position. The firm is expected to indicate a turnaround time to deploy a recruiter/s up on receipt of specific Assignment Letter (AL) which will be issued in reference to the Framework agreement. Recruiter is expected to complete a minimum of three (3) recruitment activities per week (Shortlisting and/or Interview). The overall process for one (1) position shall be no more than 27 calendar days

7. EXPERIENCE AND QUALIFICATION

6.1 Firm’s Experience

The firm should;

- i. Be Reputable firm with at least 5 years’ experience in RPO
- ii. Capability to assess the candidates in at least 2 of the 5 AUC official working languages (Arabic, English, French, Portuguese and Spanish);

6.2 Qualification and experience of key staffs

Key Expert			
	Qualification	General Experience	Specific Experience
Team Leader/Expert K-1	At least an MBA or Masters’ Degree in HRM, Social Sciences or related fields	➤ Minimum 10 Years’ Experience in Human Resources development and Management of recruitment and selection	➤ Proven track record in conducting High volume recruitment process in international organization

	Any certification in recruitment will be an added advantage		➤ Proven experience in managing Application Tracking System (ATS) preferably SAP SuccessFactors
Expert K-2	At least an MBA or Masters' Degree in HR, Social Sciences or related fields ; or B.A Degree in the related fields Any certification in recruitment will be an added advantage	8 Years of Experience in Human Resources specifically in recruitment and selection	
	The proposed team must have excellent speaking and drafting capabilities in at least two of the AU official Working Languages (Preferably: English and French). Working knowledge in any other AU official working languages would be an added advantage.		

8. CONFIDENTIALITY AND NON-DISCLOSURE

It is highly expected from the selected Consultant to maintain the highest level of confidentiality and non-disclosure to any third party to the information provided before, during and after the completion of the assignment. The consultant shall practice 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.

9. 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	10%
(iv)	Experience of the Consultant (as a firm) relevant to the Assignment (7 points per assignment)	35%
(iii)	Adequacy and quality of the proposed work plan in responding to the Terms of Reference (TORs): a) <i>Turnaround time to deploy a recruiter.....</i>20 c) <i>Organization and staffing.....</i> 10	30%
iii)	Key Experts' qualifications and competence for the Assignment: a) <i>Position K-1: [Project manager]</i> [15] b) <i>Position K-2 [Technical officer]</i> [10] Total points for criterion (iii): [25] The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 30%	25%

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70 %	
<i>Total weight:</i>	<i>100%</i>
Total points for the three criteria:	100
The minimum technical score (St) required to pass is: <u>70</u>	

The firm is expected to provide CVs of at least 4 proposed key staff for (K-2) using the template provided in the request for proposal. Since this is a framework contract any change in the proposed key staff at the time implementation should be formally communicated to AUC and key staff with equivalent or better qualification and experience should be proposed which is subject to approval by AUC.

10. LOCATION

The firm is expected to deploy recruiter/s to be stationed at the Africa Union Commission HQ in Addis Ababa Ethiopia for a period to be specified within the Assignment Letter.

11. RESOURCES TO BE PROVIDED BY AUC

The AUC shall provide;
 Role based Access to the Application Tracking system (MBRS); for recruiters to be deployed .

- Office space for recruiters to be deployed with in the compound of the African Union Commission
- Free WIFI connectivity within the African Union Commission premises.
- Facilitate visas for recruiters to be deployed in Ethiopia for the duration of the assignment

STANDARD FRAMEWORK CONTRACT FOR CONSULTING SERVICE

AFRICAN UNION
الاتحاد الأفريقي



UNION AFRICAINE
UNIÃO AFRICANA

FRAMEWORK AGREEMENT FOR CONSULTANCY SERVICES

FRAMEWORK AGREEMENT FOR:

.....

AFRICAN UNION FRAMEWORK AGREEMENT NUMBER:

.....

This Framework agreement (the **Agreement**) dated is made between:

1. The African Union Commission (hereinafter referred to as the **African Union**)

and

2.

(hereinafter referred to as the **Consultants**)

Whereas:

The African Union may require the Consultants to supply certain services under the terms of the Agreement, and as more particularly defined in the Statement of Requirements hereto (Appendix 1) and the Terms of Reference/Scope of Work of the Calldown Contracts (hereinafter referred to as the **Services**) which shall be placed pursuant to the Agreement.

The Consultants, having represented to the African Union that they have the professional skills, have agreed to supply the Services when required during the period of the Agreement.

1. Construction of Agreement

1.1 The Agreement and any Calldown Contracts shall be governed by and construed in accordance with International Law.

2. Duration of Agreement

2.1 The Agreement shall commence on and expire on unless terminated earlier in accordance with the provisions of Clause 19 of the Agreement.

3. Definitions

3.1 "Agreement" means this framework agreement, which sets out the conditions for the provision of services as defined in the subsequent individual Calldown Contracts.

3.2 "Calldown Contract" means a contract made under this Agreement in the form attached at Appendix 3.

3.3 "Recipient" means the part of the African Union benefiting from the Services.

3.4 "the Equipment" means any equipment, material, goods, vehicles and associated services financed by and purchased on behalf of or provided by the African Union, necessarily required for use in providing the Services. Equipment may only be used in providing the Services. Unauthorised personal use is not permitted. The Equipment shall be the property of the African Union.

4. General Administration

4.1 Though services undertaken under the Calldown Contract may be supplied to Recipients and may thus require close cooperation with their appointed representatives on site, formal instructions for implementation may only be given by the African Union.

4.2 The African Union will appoint a Contract officer who will be responsible for

- a. this Agreement;
- b. negotiating and issuing any amendments to this Agreement;
- c. negotiating fee rates under this Agreement (changes in these fee rates proposed by the Consultants should be addressed to the Contract Officer for consideration);

4.3 No variation in the terms or scope of this Agreement, or any Calldown Contracts agreed under this Agreement, shall be valid or binding unless previously expressly agreed in writing by the Contract Officer and the Consultants in the form of letters entitled "Amendment to Framework Agreement" or "Amendment to Calldown Contract" respectively. The African Union takes no responsibility for work outside the Services as stated in this Agreement and more particularly defined in the Calldown Contracts made under this Agreement.

4.4 The African Union shall appoint a Project Officer for each Calldown Contract -

- a. who shall be named in each Calldown Contract;
- b. who shall define the Terms of Reference/Scope of Work required for each project where proposals are being sought under the terms of this Agreement;
- c. who will, if appropriate, ask the Consultants to submit detailed proposals each time the Services of the Consultants are required under the terms of this Agreement. A copy will also be sent to the Contract Officer;
- d. in addition, the African Union may appoint a separate Contract Officer and Administration Officer for each Calldown Contract. The Contract and Administration Officers will be responsible for:
 - i. The Calldown Contract;
 - ii. issuing any amendment to the Calldown Contract;
 - iii. ensuring payment of invoices for the Calldown Contract.

4.5 If required, each proposal should include the following:

- i. an introduction;

- ii. technical response including methodology, bar chart/timetable;
- iii. any qualification of the Terms of Reference/Scope of Work; and
- iv. any relevant matters not appropriate to i-iii.

4.6 Requests for Services will all be confirmed in writing by the issue of a Calldown Contract by the Contract Officer incorporating all the terms and conditions of this Agreement unless expressly varied by the particular Calldown Contract each time the Services of the Consultants are required.

Such Calldown Contracts shall:

- i. define clearly the Services to be provided in the Terms of Reference/Scope of Work for the project concerned;
- ii. state the period during which the defined work is to be performed;
- iii. give a breakdown of fees and expenses and the financial limit for the particular Calldown Contract;
- iv. detail reporting instructions;
- v. if appropriate, incorporate the Consultants' proposal;
- vi. name the Project Officer, the Contract Officer, the Administration Officer.

4.7 Formal instructions for implementation may only be given by the Contract Officer. The African Union will accept no responsibility for work performed by the Consultants outside the Statement of Requirements in this Agreement or as defined in the Terms of Reference/Scope of Work in the Calldown Contracts.

4.8 Consultants will be expected to mobilise within 5 days of issue of the Calldown Contract or at another date by mutual agreement.

5. Personnel

5.1 The Consultants shall obtain the prior written approval of the Contract Officer in respect of each person engaged by the Consultants in connection with the Contract. Such personnel shall perform the Services with all due diligence, efficiency and economy, in accordance with appropriate professional standards.

5.2 Nothing contained in this Agreement or any Calldown Contract shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the African Union and the Consultants or any staff of the Consultants.

5.3 All Consultants' personnel provided shall be suitably qualified, experienced and physically fit to carry out the work required of them. In the event that any are deemed by either the Project Officer or the Recipient to be unsuitable, the Project Officer may, notwithstanding any prior approval, so notify the Consultants in writing, giving reasons for unsuitability. On receipt of such notification the Consultants shall without charge provide a suitably qualified and acceptable replacement for any such person with the minimum of disruption and delay to the Project in relation to which the Services are provided.

5.4 The Consultants shall not be entitled to substitute personnel unless the Contract Officer gives written consent to such substitution. Consent to any such substitution shall not be unreasonably withheld but be conditional upon the provision by the Consultants of a suitable replacement. The Contract Officer shall be entitled to withdraw such consent, and to require

the reinstatement or further replacement of any substituted personnel if, in the reasonable opinion of the Project Officer or the Recipient, the replacement is unsuitable.

- 5.5 The African Union shall not be liable to meet any costs arising from the replacement of the Consultants' personnel who are engaged under any Calldown Contract.
- 5.6 The Consultants are responsible for all acts and omissions of persons engaged by the Consultants whether or not in the course of performing the services and for the health, safety and security of such persons and their property and the Consultant shall indemnify the African Union in respect of any claim (including legal costs incurred by the African Union in defending such claim) made against the African Union by such persons except where the loss, damage or claim arises out of the negligence of the African Union or its employees.

6. Financial Limit

- 6.1 No expenditure or liability may be incurred in excess of the financial limit or any of its components as set out in the Calldown Contract without the prior written agreement of the Contract Officer. The Consultants should notify the Project and Contract Officers immediately of any circumstances which may result in the Consultants incurring such expenditure or liability.

7. Fees

- 7.1 Fees payable for each productive day are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of any nature that may be incurred except those otherwise specifically provided for in the Calldown Contract.
- 7.2 Only the fee rates listed in Appendix 2 "Fee Rates" of this Agreement will apply to any services performed by the Consultants under this Agreement.
- 7.3 The fee rates agreed under the terms of the Agreement may be reviewed annually by the African Union and the Consultants as considered necessary by the African Union.
- 7.4 Each Calldown Contract will for the avoidance of doubt record the agreed fee rate applicable to this particular Calldown Contract.
- 7.5 Where a Calldown Contract extends beyond one financial year, the fee chargeable for each remaining year of the Calldown Contract shall be adjusted in accordance with revisions agreed under sub-clause 7.3 of this Agreement.

8. Subsistence

- 8.1 Subsistence rates are to be agreed with the Contract Officer prior to the issue of any Calldown Contract. Subsistence rates stated in any Calldown Contract will be reduced as appropriate where accommodation and meals are subsequently provided at a concessionary rate or where any allowance for accommodation or meals is received from sources other than the African Union. Such concessionary rates or allowances must be declared and the difference between the subsistence rates stated in any Calldown Contract and the amount or value of the concessionary rate or allowance shall be deducted from claims in respect of subsistence rates.
- 8.2 Subsistence is payable only for each period of 24 hours actually spent in the overseas country where the Services are being undertaken. Subsistence is not payable for leave periods other than public holidays in the country in which the Services are being performed.

9. Payments

- 9.1 Invoices should be submitted in arrears in accordance with specific instructions set out in Clause 12 of the Agreement or in the Calldown Contract where these instructions are specifically superseded or amended.
- 9.2 Subject to the African Union being satisfied that the Services, as defined in the Calldown Contract, have been carried out to its satisfaction the sums due shall be paid within 30 days of the invoice being received and approved.
- 9.3 Payment shall be made in the currency (ies) specified in the Calldown Contract.
- 9.4 If for any reason the African Union is dissatisfied with the performance of the Services defined in a Calldown Contract, an appropriate sum may be withheld from any payment otherwise due under the terms of that Calldown Contract. In such event the African Union will identify the particular services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 9.5 Should the African Union determine after paying for a particular service, that the particular service has not been completed satisfactorily, the African Union may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until such time that the unsatisfactory service is remedied to its satisfaction.

10. Payment to Sub-Contractors

- 10.1 In the event that the Consultants let a sub-contract with a supplier or contractor, such sub-contract shall include the requirement that payments due to be made to the sub-contractor shall be paid within a period not exceeding 30 days of receipt of a valid invoice as defined in the sub-contract.

11. Corrupt Gifts and Payments of Commission

- 11.1 The Consultants warrant and represent to the African Union that the Consultants have not:
 - a. offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any Calldown Contract or for showing or forbearing to show favour or disfavour to any person in relation to the Contract;
 - b. entered into the Agreement or any Calldown Contract in connection with which commission has been paid or agreed to be paid by the Consultants or on their behalf, or to their knowledge, unless before the Agreement or any Calldown Contract was made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof were disclosed in writing to the Contract Officer.
- 11.2 Any:
 - a. breach by the Consultants of the warranty and representation contained in clause 11.1: or
 - b. commission of any offence by the Consultants in relation to this Agreement or any Calldown Contract

shall entitle the African Union to terminate the Agreement and any Calldown Contract and recover from the Consultants the amount of any loss resulting from such termination and/or to recover from the Consultants the amount or value of any such gift, consideration or commission.

11.3 In clause 11.2 references to the Consultants includes anyone employed by them or acting on their behalf (whether with or without their knowledge).

12. Invoicing Instructions

12.1 Invoices for work undertaken by the Consultants must be presented in duplicate to the Administration Officer identified in clause 4 of the Contract.

12.2 All invoices must contain details of the bank account and sort code to which payments are to be made.

12.3 Invoices for each Calldown Contract should bear the contract reference; be numbered sequentially and dated; and marked for the attention of the Administration Officer identified in clause 12.1. The final invoice, presented in connection with any Calldown Contract should be endorsed "Final Invoice".

12.4 All invoices should contain details of expenditure actually incurred by the Consultants in the previous accounting period. Expenditure should be itemised and sub-totalled under the following headings:

a. Fees

Total working day inputs should be shown on each invoice.

b. Reimbursable Expenditure

- i. travel costs;
- ii. subsistence;
- iii. accommodation (long term);
- iv. equipment(including freight);
- v. vehicles;
- vi. miscellaneous (please itemise).

For reimbursable expenditure the African Union reserves the right to request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.

12.5 All invoices must be accompanied by a statement summarising the payments received from the African Union together with the sequential number and date of any outstanding invoices and credit notes.

12.6 All invoices should be endorsed as follows:

"We certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before."

12.7 Where services are supplied to a third party Recipient the invoices should be endorsed:

"This invoice is in respect of a supply of services to (insert name of Recipient) is addressed to the the African Union purely for payment purposes."

12.8 All invoices should be signed by a Partner, Director or someone with the Consultants' authority to do so.

12.9 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment.

13. Commissions and Discounts

13.1 The Consultants shall not accept for their own benefit any trade commission, discount or similar payment or benefit (including but not limited to free air flights or other benefits obtained from travelling as passengers on particular airlines), in connection with Services supplied under the terms of this Agreement or in the discharge of their contractual obligations hereunder. In addition, the Consultants shall use their best endeavours to ensure that neither their sub-contractors, nor the personnel or agents of either the Consultants or sub-contractors shall receive any such additional remuneration or benefit. Any such discounts, commissions, payments or benefits shall be disclosed to the African Union and, if possible, be passed to or used solely for the benefit of the African Union.

14. Audit

14.1 The Consultants shall keep accurate and systematic accounts and records in respect of the Services provided in such form and detail as will clearly identify all relevant time charges in respect of fees and all relevant costs in respect of reimbursable expenditure invoiced in accordance with clause 12.4. ("The Accounts and Records").

14.2 The African Union or its representatives or auditors shall, on giving reasonable notice to the Consultants, have the right at any time to visit the Consultants' offices to audit the Accounts and Records and to require the Consultants to produce such oral or written explanations of the Accounts and Records as it considers necessary.

14.3 The Consultants shall make available to the persons carrying out an audit under clause 14.2 all Accounts and Records held by the Consultants, or otherwise within the control of the Consultants, whether held on computer or in document or any other form, and make such copies of the Accounts and Records as these persons may reasonably require and shall give them the necessary facilities for verifying the accuracy of the Accounts and Records made available.

14.4 The Consultants shall ensure that any sub-contract entered into pursuant to this Contract shall contain provisions identical to those set out in this clause 14, and that any sub-contractor to the Consultants complies with such provisions.

14.5 In the event that the results of an audit undertaken pursuant to clause 14 demonstrate that the Consultants have claimed any sums in respect of fees or reimbursable expenses in excess of their entitlement under the terms of this Contract, the Consultants shall within 28 days of a written demand by the African Union reimburse the African Union in full in respect of any such overpayment.

15. Procurement

15.1 Procurement of Equipment necessarily required for implementation of the Services must achieve value for money and must be conducted in such a manner as to ensure transparency and probity. Procurement should be undertaken in accordance with the African Union's Procurement Procedures Manual or other procedures that may be agreed with the African Union. Equipment must be procured on the basis that ownership vests and remains vested in the African Union and may only be disposed of in accordance with the Project Officer's instructions.

15.2 The Consultants may purchase Equipment in accordance with the requirements of clause 15.1 providing the procurement element is less than **(AU SHOULD SET A LIMIT)**. The Consultants shall be reimbursed costs approved by Tthe African Union in respect of the purchase and carriage of such Equipment against production of suppliers' and carriers' original invoices.

- 15.3 Where the total value of Equipment exceeds (AU SHOULD SET A LIMIT) the Consultants **must** consult the African Union who will require procurement to be undertaken by the African Union Procurement Division or a registered procurement agent acting as agent of the African Union unless the Consultants can demonstrate to the African Union's satisfaction that suitable alternative arrangements can be put in place. **The African Union reserve the right to refuse payment for Equipment where procurement arrangements have not been carried out in accordance with this clause 15.**

16. Responsibility for Equipment

- 16.1 The Consultants shall use all reasonable endeavours to ensure that any African Union equipment used under a Calldown Contract is kept and treated in a proper and workmanlike manner and shall maintain an inventory of the equipment throughout the life of the Calldown Contract. At the conclusion of the Calldown Contract, the Consultants shall apply for instructions from the Project Officer for the disposal of the Equipment and shall arrange disposal in accordance with such instructions. At such time the Equipment shall be in good condition after making due allowance for fair wear and tear. Equipment lost or damaged must be reported at the time of such loss or damage and the reasons immediately explained in writing to the Project Officer. Where it is concluded that such loss has occurred as a result of the Consultants' breach of contract or negligence, the Consultants shall be responsible for the costs of reinstatement. The amount of such costs shall be agreed between the Consultants and the Project Officer and repaid to the African Union or deducted from sums otherwise due to be paid to the Consultants at the discretion of the Project Officer.
- 16.2 From the time of purchase to the time of disposal of Equipment the Consultants shall indemnify and keep indemnified the African Union in respect of any and all claims in respect of the use or operation of the Equipment including but not limited to any claims by or on behalf of third parties.

17. Indemnity

- 17.1 The Consultants shall exercise reasonable skill, care and diligence in the performance of the Services, as defined in any Calldown Contract, and indemnify and keep indemnified the African Union in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Consultants or the Consultants' servants, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under this Contract.

18. Assignment to Others

- 18.1 The Consultants shall not, without the written consent of the African Union, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultants any of its rights or obligations under the Agreement or any Calldown Contracts or any part, share or interest therein. Upon any such assignment or transfer, the Agreement may forthwith be terminated at the discretion of the African Union.

19. Termination

- 19.1 The African Union may, at their sole discretion and at any time terminate this Agreement or any Calldown Contract and inform the Consultants of the African Union's decision by written instruction to that effect. In the event of the Agreement or any Calldown Contract being so terminated, the Consultants shall take such steps as are necessary to bring any existing Services to an end, in a cost effective, timely and orderly manner. The Consultants shall submit an account in writing which shall state the amount claimed taking into account all fees and costs properly incurred or committed by the Consultants in relation to the Agreement or any Calldown Contract or its termination which cannot be recovered. Always provided that payments are within the Financial Limit and not subject to dispute, the African Union shall:

- a. pay all fees, expenses and other sums due and outstanding within the financial limit of any Calldown Contract which has been issued under the Agreement up to and including the date of termination;
 - b. reimburse all reasonable expenses necessarily incurred by the Consultants after the date of termination in winding up the Agreement in its entirety or any Calldown Contract issued under the Agreement.
- 19.2 Should the Services or any portion thereof under any Calldown Contract not be carried out to the satisfaction of the African Union as notified under clause 9.4 or within the time or times specified in or under the Agreement or the Calldown Contract, the African Union may, without prejudice to any other remedies, by notice in writing to the Consultants terminate the Agreement or any Calldown Contract either in respect of the Services which have not been carried out in accordance with the Calldown Contract at the time of such termination or in respect of all the Services to which the Agreement or any Calldown Contract relates other than those carried out in accordance with the Agreement or any Calldown Contract before that time. In such case the Consultants shall not be entitled under the Agreement or any Calldown Contract to payment of any amount by way of compensation.
- 19.3 The Agreement or any Calldown Contract may be terminated by the African Union by notice in writing to the Consultants if at any time the Consultants either directly or through their servants or agents or sub-contractors commit any breach of their obligations hereunder or being an individual or, where the Consultants are a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the Consultants being a company, an order is made, or a resolution is passed, for the winding up of the Consultants, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of the African Union) or a receiver or administrator is appointed of the whole or any part of the undertaking of the Consultants, the African Union may forthwith terminate the Agreement or any Calldown Contract.

20. Force Majeure

- 20.1 If the performance of the Contract by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the action of the force majeure and of the anticipated delay in the performance of the Services, and as from the date of notification the African Union may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension any of the reasons for the suspension still remain, the African Union and the Consultants may either agree a further period of suspension or treat the Contract as terminated. In the event of the Contract being terminated by reason of force majeure, the Consultants shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the Consultants), in a cost effective, timely and orderly manner. The Consultants shall submit an account in writing which shall state the amount claimed taking into account all fees and costs properly incurred or committed by the Consultants in relation to the Contract or its termination which cannot be recovered. Always provided that payments are within the financial limit and not subject to dispute the African Union shall:
- a. pay all fees, expenses and other sums due and outstanding under the terms of this Contract up to and including the date of termination ('the Relevant Date');
 - b. reimburse all reasonable expenses necessarily incurred by the Consultants after the Relevant Date in winding up the Contract.

21. Settlement of Disputes

- 21.1 Should the Consultants and the African Union be unable to reach agreement on the meaning or interpretation of any of the terms set out hereto or any other matters arising out of the Agreement or any Calldown Contract, the matter in dispute shall be referred to an arbitrator to be agreed between the parties. The decision of the arbitrator shall be final and binding on both parties.

22. Disclosure of Information and Intellectual Property Rights

- 22.1 The Consultants shall not during or after the termination of the Agreement or any Calldown Contract disclose to any third party any confidential information arising from the Agreement or any Calldown Contract (other than in the proper performance of their duties hereunder as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of the African Union. The Consultants may use other general information only where the use of such information would not cause embarrassment to the African Union provided that suitable acknowledgement is made to the African Union.
- 22.2 All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants under a Calldown 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 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 agreed separately with the African Union.

23. Evaluation

- 23.1 The African Union may undertake evaluation of the impact and cost-effectiveness of contracts which it funds. The Consultants shall, if required, give the African Union or its representatives reasonable access to records held by the Consultants in connection with any Calldown Contract and shall give all reasonable co-operation to the evaluators appointed by the African Union.

24. Conflict of Interest

- 24.1 Neither the Consultants, their personnel, nor any sub-contractors or their personnel shall engage in any personal, business or professional activities, either during the course of or after the termination of this Contract, which conflict with or could potentially conflict with the Services
- 24.2 The Consultants shall notify the African Union immediately of any such activities or circumstances which give rise to or could potentially give rise to a conflict with the Services and shall advise the African Union how they intend to avoid such a conflict arising.
- 24.3 In the event of a conflict as described in Sub-clause 24.1 above arising during the course of this Contract the African Union reserves the right to terminate the Contract on giving written notice to the Consultants. In the event of such termination the provisions of clause 19 shall apply.

25. Acknowledgement

- 25.1 The Consultants shall confirm acceptance of the terms of this Agreement by signing and returning to the Contract Officer the duplicate copy enclosed herewith within a period of 30 days.

For and on behalf of the

Name:

African Union

Position: Contract Officer
Signature:
Date:

For and on behalf of
The Consultants

Name:
Position:
Signature:
Date:



CALLDOWN CONTRACT

Framework Agreement with:

Framework Agreement for:

Framework Agreement Number:

Contract Name:

Contract Number:

Dear Sirs

I refer to the above mentioned Agreement datedand confirm that you are now required to provide the Services defined in the Agreement and more particularly defined in the Terms of Reference/Scope of Work at Annex A hereto, under the terms and conditions of the above mentioned Agreement which shall apply to this Calldown Contract as if expressly incorporated herein.

1. Commencement of the Services

1.1 The Services to be performed under the terms of this Calldown Contract shall be carried out over working days during the period due to commence on and continue for a period of and be completed by unless terminated earlier in accordance with the provisions of the Agreement. [The Consultants shall notify the Project and Contract Officers of the actual commencement date when known.

2. Recipient

2.1 The Services are to be supplied to

3. Payment

3.1 In consideration of the Services to be performed by the Consultants under this Calldown Contract, the African Union shall make to the Consultants such payments as provided in Annex B, Schedule of Prices, within a total financial limit of

4. Contacts

4.1 In accordance with clause 4.4 of the Agreement the Project Officer for this contract is:.....
The Contract Officer/Administration Officer
is:.....

5. Reports

5.1 The Consultants shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

6. Acknowledgement

6.1 The Consultants shall confirm acceptance of this Calldown Contract by signing and returning to the Contract Officer the duplicate copy enclosed herewith within a period of 5 days.

For and on behalf of the
The African Union

Name:

Position: Contracts Officer

Signature:

Date:

For and on behalf of

Name:

The Contractor

Position:

Signature:

Date:

Enc

