

REQUEST FOR PROPOSALS

BY THE

AFRICA CDC

FOR

**CONSULTANCY SERVICE TO FACILITATE THE
RECRUITMENT PROCESS OF SUBSTANTIVE
POSITIONS WITHIN THE AFRICA UNION
COMMISSION**

(UNDER TWO YEARS FRAMEWORK CONTRACT)

Procurement No: ACDC/ADMIN/C/FWC

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Safeguarding Africa's Health

LETTER OF INVITATION

Dear Prospective Bidder,

The Africa Centres for Disease Control and Prevention (Africa CDC) is an autonomous Health Agency of the African Union (AU) that supports Member States in their efforts to strengthen their health systems. Africa CDC was officially launched in Addis Ababa, Ethiopia, on January 31, 2017, and is guided by the principles of leadership, credibility, and ownership, and delegated authority, timely dissemination of information, transparency, accountability, and value addition. The Africa CDC is Africa's first continent-wide public health agency and envisions a safer, healthier, integrated and stronger Africa, where Member States are capable of effectively responding to outbreaks of infectious diseases and other public health threats. The agency mission is to strengthen Africa's public health institutions' capabilities and capacity to detect and respond quickly and effectively to disease outbreaks and other health burdens through an integrated network of continent-wide preparedness and response, surveillance, laboratory, and research programmes

The Africa CDC is expected to fill vacant positions in the shortest possible time in order to ensure that it delivers on its mandate. To fast-track recruitment of existing and future vacant positions, the Africa CDC wishes to outsource part of the recruitment process to an independent international recruitment firm under a two-year framework contract.

The Africa CDC now invites proposals to provide the following consulting services (hereinafter called "Services") **consultancy services to facilitate the recruitment process of substantive positions within the African Union Commission under a two-year 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 in two separate sealed envelopes)**
- **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 **31st of May 2024** at 1500hrs local time. Technical bids shall be opened on **Friday 31st of May 2024 at 1500hrs** in the presence of bidders or bidders' Representatives who choose to attend, at the Africa CDC Headquarters, **Building A2 7th Floor, Supply Chain Division Meeting Room.**

Section 2. Information to Consultants

This is a **TWO ENVELOPE BIDDING PROCESS**. The technical and financial offers should be in two separate envelopes which must be sealed. Envelopes **MUST** be clearly marked with the Title and procurement number. Late bids will be rejected and returned unopened to bidders.

A firm will be selected under *Quality and Cost Based Selection(QCBS) 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,

Mr. Michel Irie Bi
Director of Administration

Section 2. Information to Consultants

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The 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 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

Section 2. Information to Consultants

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.

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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

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.

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- 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 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

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.

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- 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.
 - (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.

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- Financial Proposal**
- 3.5 The Technical Proposal shall not include any financial information.
- 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

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- 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

Section 2. Information to Consultants

- 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 (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. $T + P = 1$); The firm achieving the highest combined technical and financial score using the formula below would be invited for negotiations
- $$S = S_t \times T\% + S_f \times P\%$$
- 5.9. In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the indicated budget price. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest evaluated cost proposal among those that passed the minimum technical score. The selected firm will be invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

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- 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 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. Information to Consultants – Data Sheet

Section 3 - Data Sheet

ITC Clause Reference	Description
ITC Clause 1.1	<p>The name of the Client is: Africa CDC;</p> <p>The method of selection is: Quality and Cost Based Selection(QCBS)</p>
ITC Clause 1.2	<p>Technical Proposals are required in separate sealed envelopes</p> <p>The Name, and Procurement Number of the assignment are: Procurement of consultancy services to facilitate the recruitment process of substantive position within the Africa CDC under two years framework contract.</p> <p>Procurement Number Procurement No: ACDC/ADMIN/C/FWC</p>
ITC Clause 1.5	<p>The Client will provide the following inputs:</p> <ul style="list-style-type: none"> • N/A
ITC Clause 2.1	<p>For Clarification of bid purposes only, the Purchaser’s address is:</p> <p>Supply Chain Division Address: African CDC Floor/ Room number:7th Floor Room No.706 City: Addis Ababa ZIP Code: P.O Box 3243 Country: Ethiopia Electronic mail address: Tender@afriaccdc.org and tigistB@afriaccdc.org</p> <p>Requests for clarification should be received by the AU no later than: 14 days before the deadline of the RFP.</p>
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.
ITC Clause 4.3	<p>The Consultant must submit: A signed proposals with official stamp as follows:</p> <p>(a) Technical Proposal: one (1) original;an (b) Financial Proposal: one (1) original</p> <p>Consultants shall use the standard templets provided under Section 4 and Section 5 of the RFP.</p>
ITC Clause 4.4	The address for submission of proposals is:

Section 3. Information to Consultants – Data Sheet

	<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: <u>Tender@afriaccdc.org</u> and <u>tigistB@afriaccdc.org</u></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: <u>Tender@afriaccdc.org</u> _The second part be sent by EM to: <u>tigistB@afriaccdc.org</u></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 shortlisted consultants shall use different encryption key or passwords for the technical and financial proposals. <u>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 on Friday, 31 May 2024 Late bids would be rejected. Online. Zoom link will be shared to those who are interested to participate during the opening.</p>
ITC Clause 5.1	<p>The addresses for communications to the Client is: Internal Procurement Committee Street Address: African CDC, Haile Garment</p>

Section 3. Information to Consultants – Data Sheet

ITC Clause 6.1	Negotiations and further discussions with successful bidder, if required will be held at : Supply Chain Division Street Address: African CDC, Haile Garment Floor/ Room number: 7th Floor, Building A2 City: Addis Ababa, Ethiopia
ITC Clause 7.2	The assignment is expected to commence not later than three (3) weeks after the deadline for the submission of proposals

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

Section 4. Technical Proposal - Standard Forms

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}

Section 4. Technical Proposal - Standard Forms

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

Section 4. Technical Proposal - Standard Forms

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 information 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. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Section 4. Technical Proposal - Standard Forms

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
Date

Signature

{day/month/year}

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

Signature

Section 4. Technical Proposal - Standard Forms

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Weeks (in the Form of a Bar Chart)								
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	Number of Weeks
											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	
<u>Total Cost of the Financial Proposal:</u>	

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

Section 5. Financial Proposal - Standard Forms

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	{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							
	{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 (ToR)

CONSULTANCY SERVICE TO FACILITATE THE RECRUITMENT PROCESS OF SUBSTANTIVE POSITIONS WITHIN THE AFRICA CDC UNDER TWO YEARS FRAMEWORK CONTRACT

1. BACKGROUND

The Africa Centres for Disease Control and Prevention (Africa CDC) is autonomous Health Agency of the African Union (AU) that supports Member States in their efforts to strengthen their health systems. Africa CDC was officially launched in Addis Ababa, Ethiopia, on January 31, 2017, and is guided by the principles of leadership, credibility, and ownership, and delegated authority, timely dissemination of information, transparency, accountability, and value addition. The Africa CDC is Africa's first continent-wide public health agency and envisions a safer, healthier, integrated and stronger Africa, where Member States are capable of effectively responding to outbreaks of infectious diseases and other public health threats. The agency mission is to strengthen Africa's public health institutions' capabilities and capacity to detect and respond quickly and effectively to disease outbreaks and other health burdens through an integrated network of continent-wide preparedness and response, surveillance, laboratory, and research programmes.

The Africa CDC is expected to fill vacant position in a shortest possible time in order to ensure that it delivers on its mandate. To fast track recruitment of process of the existing and future vacant position, the Africa CDC wishes to outsource part of the recruitment process to an independent international recruitment firm under a two-year framework contract.

2. OBJECTIVES OF THE ASSIGNMENT

The objectives of the assignment are as follows:

- i. To assist the Africa CDC to identify potential African candidates in a timely manner;
- ii. To ensure that the candidate identification and selection processes are open, credible, transparent, competitive and effective;
- iii. To assess the profile of each candidate against defined criteria for the concerned positions.
- iv. To apply an appropriate screening technique for the positions and establish a number of potential African candidates that meet the requirements as per the proposed terms of reference and;
- v. To ensure the timely implementation of recruitment process in line with the AU rules and the Merit Based Recruitment System (MBRS)

3. SCOPE OF WORK

The firm is expected to;

- i. announce the vacancy to reach all 55 AU Member States, including posting on their web portal, or the firm shall provide executive search services where they will provide a pool of potential candidates directly to Africa CDC for the required job position.
- ii. Develop screening criteria for all in consultation with Africa CDC positions in line with the AU Staff Regulations and Rules.
- iii. Administer the psychometric test and assessment center/ or test for shortlisted candidates.

Section 5. Financial Proposal - Standard Forms

- iv. Compile and tabulate all applications received in response to each advertisement, duly screen each of them against agreed criteria and short-list eligible candidate(s) for further selection processes. The entire compiled data referenced above along with details of short-listed candidates shall be submitted to Africa CDC within 4 days of closure of the application filing date for review and concurrence.

There are four job categories in AU/Africa CDC system. These are:

- 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

The firm will be required to assess all applications and propose five (5) best candidates for each of position. There will be a total of 50 positions per year to work on.

Estimated number of applications per Long list per category is:

- i. Category I Up to 100 applications per position
- ii. Category II Up to 200 applications per Position
- iii. Category III Up to 300 applications per position
- iv. Category IV Up to 500 applications per position

While undertaking the assignment the firm is expected;

- i. To review all applications received for all positions and determine whether the information provided is accurate and complete (application forms, CVs, PHP, qualifications, certificates...),
- ii. To conduct assessments of the applications received to determine those who meet the minimum criteria in accordance with the AU Staff Regulations and Rules and its specific provisions,
- iii. As part of the selection process, the firm is expected to conduct a full references checks of the shortlisted candidates,
- iv. To propose and organise the most suitable assessment according to the category and the complexity of the Job, in order to evaluate the management and leadership abilities of all shortlisted candidates,
- v. To propose, organise and administer psychometrics or any other relevant tests assessment according to the category and the complexity of the Job.

4. DELIVERABLES

No.	Activity	Deliverable
1.	In accordance with position specifications provided by Africa CDC , run advertisements to solicit for applications from suitably qualified applicants. To ensure that vacancy notices reach the widest audience, all external vacancy notices shall be given the widest possible publicity. Advertisements will be disseminated extensively to ensure reach within all 55 AU Member States. Vacancy	Detailed process report including details of media and platforms through which advertisements were placed.

Section 5. Financial Proposal - Standard Forms

No.	Activity	Deliverable
	announcements will be made in all AU official working languages: French, Spanish, Portuguese, Arabic and English. The positions should be advertised for a period of one (1) month	
2.	In consultation with Africa CDC, develop selection criteria for all positions to guide the selection of candidates for various positions.	Evaluation criteria for each advertised position
3.	Generate a shortlist for each advertised position against job specifications and approved screening criteria . This shall be done with consideration of the requirements in MBRS.	Shortlists of at least five candidates per position for the various positions reflecting regional and Member States representation.
4.	Assess the shortlisted candidates using appropriate tools, including written tests, aptitude tests and/or psychometric tests and oral interviews and the requirements under MBRS .	Evaluation report including process details and proof of assessment methods for evaluation of candidates.
5.	Carry out background reference checks on all ranked candidates for each position, and recommend to Africa CDC Management for further consideration.	Background reference report, application letter and CV, for each of the 5 final candidates for each position.
6.	Submit Final Project Report highlighting the critical activities and milestones and make recommendations to Africa CDC management as appropriate.	Final Project report with all information including adverts, applications and CVs, screening criteria, Evaluation, interview reports and background reference reports plus all other documents in regard to this project.

5. TIME FRAME

The firm is expected to propose a schedule/ timeframe for deliverable, which shall be agreed in advance. The contract is expected to commence within one week from receiving of assignment letter once the framework agreement is signed.

6. EXPERIENCE AND QUALIFICATION

6.1 Firm's Experience

The firm should;

- i. Be Reputable firm with at least 10 years' experience in the recruitment of Directors, General Managers, Senior Managers, Coordinators, Experts and other professional staff of international Public and/or Private organizations
- ii. Have Extensive experience in working in Africa.
- iii. Capability to assess the candidates in at least 2 of the 4 AU official working languages (Arabic, English, French and Portuguese);

Section 5. Financial Proposal - Standard Forms

- iv. The Consultant's team must include at least one senior recruitment expert as Leader Expert in Human Resources and to have carried out similar assignments as Team Leader or Expert during the last ten (10) years;
- v. The firm should showcase proven track record of transparency, integrity and professionalism.

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 Any certification in recruitment will be an added advantage	Minimum 10 Years' Experience in Human Resources development and Management of recruitment and selection	Proven track record in conducting Executive recruitment process
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 two of the AU Working Languages. Working knowledge in any other AU official working languages would be an added advantage.		

6.3 The firm shall assign atleast one expert at Africa CDC so as to ensure timely coordination and access to relevant documentation.

7. 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 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

8. RESOURCES TO BE PROVIDED BY Africa CDC

The Africa CDC shall provide the following for the assignment;

- Office space within the compound of the African CDC if necessary,
- Free WIFI connectivity within the Africa CDC premises.
- Facilitate Visa for consultants should there be a need to come to Africa CDC HQ

NOTE ON FINANCIAL PROPOSAL

African union will sign a framework agreement with a successful bidder. Therefore, the bidders are expected to provide lumpsum fee for each position per category.

African Union

FORM OF CONTRACT

**Consultant Services
Lump-Sum Payment**

[Title of the Assignment]

between

[Name of the Client]

and

[Name of the Consultants]

Procurement Number: _____

Dated: _____

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1. Form of Contract

COMPLEX LUMP-SUM PAYMENT

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Special Conditions of Contract;
- (b) The General Conditions of Contract;
- (c) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub-Consultants
Appendix D: Breakdown of Contract Price in Foreign Currency
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Client
Appendix G: Form of Bank Guarantee for Advance Payments

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

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

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

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

[Authorised Representative]

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

[Authorised Representative]

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

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

[name of member]

[Authorised Representative]

[name of member]

[Authorised Representative]

2. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means International Law;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;
- (d) "Country specified for performance of the Services" means the Country specified in the SCC;
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1;
- (f) "Foreign Currency" means any currency other than Currency of the Country specified for performance of the Services;
- (g) "GCC" means these General Conditions of Contract;
- (h) "Local Currency" means the Currency of the Country specified for performance of the Services;
- (i) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof. "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Country specified for the performance of the Services. "Local Personnel" means such persons who at the time of being so hired had their domicile within the Country specified for performance of the Services. "Key Personnel" means the Personnel referred to in GCC Clause 4.2(a).
- (l) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (n) "Sub-Consultant" means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of GCC Clauses 3.5 and 4.
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-Consultant.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

1.7 Taxes & Duties

1.7.1 African Union Exemption from Taxes & Duties

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

1.7.2 Consultant Obligations on Taxes & Duties

A Consultant shall be responsible for obtaining exemption for the African Union of all such taxes, duties, license fees, and other impositions incurred within African Union Member States, unless otherwise agreed in writing by the AUC.

Consultants, Sub-Consultants, and their Personnel shall pay such other taxes, duties, fees, and other impositions as may be levied by the law of their domicile country.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s Letter of Acceptance instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 Commencement of Services** The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition**
- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both: (a) take into account at the time of the conclusion of this Contract; and (b) avoid or overcome in the carrying out of its obligations under this Contract.
 - (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Contract.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event: (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Client

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

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

“corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”⁷ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose,

⁶ “another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

⁷ a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

including to influence improperly the actions of another party;

“coercive practice”⁹ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“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;

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

**2.6.2 By the
Consultants**

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to GCC Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon
Termination**

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

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

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

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Conflict of Interests

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

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

3.2.3 Consultants and Affiliates Not to be Otherwise Interested in Project The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-Consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities Neither the Consultants nor their Sub-Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultants

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

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a sub-contract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"), and
- (c) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents and software specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

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

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

- (a) provide the Consultants, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services;
- (b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Country specified for performance of the Services;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the African Union Commission all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) exempt the Consultants and the Personnel and any Sub-Consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Laws of the Country specified for performance of the Services;
- (f) grant to the Consultants, any Sub-Consultants and their Personnel the privilege, pursuant to the Applicable Law, of bringing into the Country specified for performance of the Services reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents, and of

withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services

- 5.2 Modification of Contract Sum** If, after the date of this Contract, there is any change with respect to a failure by the Client to gain exemption from taxes and duties which increases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the ceiling amounts referred to in GCC Clauses 6.1 and 6.2.
- 5.3 Services and Facilities** The Client shall make available to the Consultants, free of any charge, the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANTS

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

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**7.2 Dispute
Settlement**

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

3. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC Clause 1.1 (d)	The Country specified for performance of the Services is:
GCC Clause 1.3	The language of the contract is English
GCC Clause 1.4	<p>The addresses for notices are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>e-mail: _____</p> <p>Facsimile: _____</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>e-mail: _____</p> <p>Facsimile: _____</p>
GCC Clause 1.6	<p>The Authorised Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultants: _____</p>
GCC Clause 1.7	<p>The Client warrants that the Consultants, the Sub-Consultants and the Personnel shall be exempt from any local taxes, duties, fees, levies and other impositions imposed within the Country specified for performance of the Services on the Consultants, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultants, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Country specified for performance of the Services), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Country specified for performance of the Services by the Consultants or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into the country, will be subsequently withdrawn therefrom by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Country specified for performance of the Services by the Consultants, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Country specified for performance of the Services), or the eligible dependents of such</p>

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Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Country specified for performance of the Services, provided that:

- (1) the Consultants, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures in importing property into the Country specified for performance of the Services; and
- (2) if the Consultants, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Country specified for performance of the Services upon which customs duties and taxes have been exempted, the Consultants, Sub-Consultants or Personnel, as the case may be, shall bear such customs duties and taxes in conformity with the regulations of the Country specified for the performance of the Services.

[The issue of local taxes and duties must be discussed and agreed during negotiation in respect of whether the Consultants should have to pay levies of this kind, or should be exempted from any such levies.]

GCC Clause 2.1 The effectiveness of the Contract is subject to the following conditions:
[List any conditions of effectiveness of the Contract. If there are no effectiveness conditions, delete this Clause SCC 2.1 from the SCC.]

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

GCC Clause 3.4 The risks and insurance coverage shall be:

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

GCC Clause 6.2(a) The amount in foreign currency or currencies is *[insert amount]*.

GCC Clause 6.2(b) The amount in Local Currency is *[insert amount]*.

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GCC Clause 6.4 The bank accounts are:

for foreign currency: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

[Insert the payment schedule and conditions specifically drafted for this contract.]

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

GCC Clause 6.5 The annual interest rate is *[percentage]*.

GCC Clause 7.2 Settlement of Disputes:

[Note: (a) should always be retained for a Contract with a foreign Supplier (b) is an alternative that may be substituted for a Contract with a Consultant who is a National of the Country specified for the performance of the Services:]

[Example Clauses:]

(a) Contract with a foreign Supplier:

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

(b) Contracts with Consultant firm that is national of the Country specified for performance of the Services:

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

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

In any arbitration proceeding hereunder:

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