



## **PAN-AFRICAN PARLIAMENT**

# **REQUEST FOR PROPOSALS (RFP)**

**Procurement No: PAP/PROC/003/22**

**PROCUREMENT OF SERVICES FOR THE PROVISION OF CUSTOMISED  
TRAVEL SERVICES SUPPORT FOR THE PAN-AFRICAN PARLIAMENT ON A  
TWO-YEAR FRAMEWORK AGREEMENT**

.....  
**Pan-African Parliament  
Procurement & Travel Unit  
19, Richards drive  
Midrand  
South Africa**

**May 2022**

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Letter of Invitation (LOI)

1. The **Pan-African Parliament (PAP)** has reserved some funds from the Annual Budget for the provision of travel services and intends to apply a portion of these funds towards eligible payments under this Contract, reference and **Procurement No: PAP/PROC/017/20 Procurement of Consultancy Services for the Provision of Customized Travel Services Support for the Pan African (PAP) on a two-year Framework Agreement.**

PAP now invites proposals to provide the following consulting services Procurement of Consultancy Services for the Provision of Customized Travel Services Support for the Pan African Parliament (PAP) on two years Framework Agreement. **More details on the services are provided in the attached Terms of Reference.**

**PAP shall sign a framework agreement for TWO year with a successful bidder with a possibility of extension subject to satisfactory performance.**

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

- **Valid registration documents,**
- **Audited financial statements**
- **Latest Tax Clearance Certificate.**
- **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.**

Bids shall be valid for a period of 90 days.

This is a two-envelope bidding. Technical and financial proposals should be sealed in separate envelopes.

***Please check that your technical & financial proposals are submitted within the attached format under section 4 and 5 of the Request for Proposals.***

***The deadline for submission is Wednesday 29<sup>th</sup> June 2022 at 11.00 hours local time at the address stated in the bid data sheet (section 3).*** Late bids will be rejected and returned unopened to bidders.

**Bids shall be opened on Wednesday 29<sup>th</sup> June 2022 at 11.30 hours local time in the presence of bidders or their representatives.**

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Information to Service Providers
- Section 3- Data sheet
- Section 4 - Technical Proposal - Standard Forms
- Section 5- Financial Proposal - Standard Forms
- Section 6 - Terms of Reference
- Section 7 - Standard Forms of Contract.

Yours sincerely,

Chairperson,  
The Internal Procurement  
**PAN-AFRICAN PARLIAMENT**

## Bid submission check list for Bidders

N°	Description	Tick
1	Duly filled Technical Proposal standard form in section 4 in accordance with the Terms of Reference in section 6	
2	Duly filled Financial Proposal in format under section 5 and guidelines in section 6 on Terms of reference	
3	Read and understood the Terms of Reference (section6) and Bid data under Section 3	
4	Bid validity (90 days)	
5	Attached relevant document	
	➤ Certificate of incorporation	
	➤ Valid trading licence	
	➤ Valid Tax clearance certificate	
	➤ Audited financial statement (last three years) ( <i>To be enclosed in the technical offer</i> )	
	➤ IATA Certification	
	➤ Any other documents deemed fit	
6	Submitted <b>ONE original</b> and <b>THREE copies</b> of each Offer in separate envelopes, ( <b>please Note that the technical and Financial Proposal should be in separate envelop</b> )	

## **Section 2: Information to Service Provider**

### **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 Service Providers are invited to submit a Technical Proposal and a financial proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the Service Provider under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The Service Providers must familiarise themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Service Providers are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending any specified pre-proposal conference is optional. The Service Providers' 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. Service Providers should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Note that: (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 African Union policy requires Service Providers 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. Service Providers 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, Service Providers shall not be hired under the circumstances set forth below:

- (a) Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).
- (b) Conflict among consulting assignments: Neither Service Providers (including their personnel and sub-Service Providers) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- (c) Relationship with PAP staff: Service Providers (including their personnel and sub-Service Providers) that have a business or family relationship with a member of PAP 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, Service Providers 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 Service Provider 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 Service Provider 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 Service Providers 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 Service Provider a competitive advantage shall be made available to all the short-listed Service Providers together with the request for proposals.

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming or threatening to impair or harm, directly or indirectly,

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<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, sub-contractor or Service Provider to influence the procurement process or contract execution for undue advantage is improper.*

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

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

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

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

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 Service Providers shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the PAP in accordance with the above sub-paragraph 1.8.
- 1.10 Service Providers shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 1.11 Service Providers shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

**2. Clarification  
and  
Amendment of  
RFP Documents**

- 2.1 Service Providers 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 Service Providers 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 Service Providers 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 Service Providers 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, Service Providers 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, Service Providers must give particular attention to the following:

- (i) If a Service Provider considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Service Provider(s) and/or other Service Providers or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other Service Providers invited for this assignment only with approval of the Client as indicated in the Data Sheet. Service Providers must obtain the approval of the Client to enter into a joint venture with Service Providers not invited for this assignment. The Service Providers are encouraged to seek the participation of local Service Providers by entering into a joint venture with, or subcontracting part of the assignment to Service Providers who are Nationals of African Union Member States.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Country specified for Performance of the Services.
  - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (vi) Reports to be issued by the Service Providers 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.
- Financial Proposal**
- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal, Service Providers 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 Service Provider incurs to provide the services (including travel expenses, translation, printing and the taxes the Service Provider pays for its business requirements by the law of the domicile country of the Service Provider), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the Service Provider (such as local sales tax, services tax or withholding tax).
- 3.8 Service Providers may express the price of their services in any freely convertible currency. The Service Providers may not use more than three foreign currencies. The Client may require Service Providers 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 Service Providers 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 Service Provider 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 Service Providers who do not agree have the right not to extend the validity of their proposals.

**4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person signing the proposal.
- 4.2 An authorised representative of the firm shall initial 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 Service Providers shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Committee."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Bid Opening Committee. The Financial Proposal shall remain sealed and retained securely until all submitted proposals are opened publicly.
- 4.7 The Firm may withdraw its Proposal after the Proposal's submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Proposals. The Firms' withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of

proposal validity specified by the firm on the Proposal Submission Form.

## **5. Proposal Evaluation**

### **General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any Service Provider 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 Service Provider's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.

### **Evaluation of Technical Proposals**

- 5.3 The Evaluation Committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Service Provider'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 Service Providers whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Service Providers that have secured the minimum qualifying score, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Service Providers' representatives who choose to attend. The name of the Service Provider, the technical scores, and the

proposed prices shall be read aloud and recorded as the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

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

5.8 In case of QCBS, the lowest priced Financial Proposal ( $F_m$ ) 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:

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

will be invited for negotiations.

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

## **6. Negotiations**

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm



can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm's tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS, Fixed-Budget Selection, or the Least-Cost Selection methods. For other methods of selection, an Appendix will be provided for the firm to explain the required information on remuneration rates.
- 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Service Providers on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Service Providers 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 Service Providers who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## Section 3 - Data Sheet

### ITC Clause Reference

- ITC Clause 1.1     The name of the Client is: **Pan-African Parliament (PAP).**
- The method of selection is: **Quality Cost Based Selection Method (QCBS).**
- ITC Clause 1.2     **Technical and Financial Proposals are requested and must be submitted separately.**
- The name and Procurement Number of the assignment are: **Procurement No: PAP/PROC/003/22 - Procurement of Consultancy Services for the Provision of Customized Travel Services Support for the Pan African (PAP) on a two years Framework Agreement.**
- ITC Clause 1.5     The Client will provide the following inputs:
- I)    **The PAP will provide all the relevant documents and other required support and;**
- II)   **Any other services approved and deemed necessary by the Client**
- ITC Clause 2.1     Clarifications may be requested up to seven **(7) days before** the submission date.
- The address for requesting clarifications is: **Senior Procurement Officer, Pan-African Parliament, Gallagher Convention Center, Midrand.** e-mail: [tender@panafricanparliament.org](mailto:tender@panafricanparliament.org);
- ITC Clause 3.1     Proposals should be submitted in the **English Language.**
- ITC Clause 3.3(ii)     The estimated number of professional staff-months required for the assignment is: **A minimum approximation of two (2) consultants with Travel and Hospitality background.**
- ITC Clause 3.3(iv)     The minimum required experience of proposed professional: **staff are generally required to demonstrate a degree of experience as stipulated in the Terms of Reference (TOR) requirements.**

ITC Clause 3.3(vi)	Reports that are required under the assignment shall be submitted in the <b>English language</b> .
ITC Clause 3.4(viii)	Additional information required in the Technical Proposal is: <b>a) Comments and suggestions to the provided Terms of Reference.</b> <b>b) Any other relevant information.</b>
ITC Clause 3.10	Proposals must remain valid for <b>90 days</b> after the submission date.
ITC Clause 3.8	The currency for Bidding shall be: <b>South Africa Rand (ZAR)</b> .
ITC Clause 4.3	Service Providers must submit an <b>original and three (3) copies</b> of each proposal.
ITC Clause 4.4	The address for submission of proposals is: <b>The Technical and Financial Proposals shall be submitted in the Tender Box, addressed to the</b>  <b>Chairperson of the Internal Procurement Committee, Pan-African Parliament, Gallagher Convention Centre 19, Richards Drive MIDRAND, REPUBLIC OF SOUTH AFRICA</b>  The outer envelope must be titled: <b>“Procurement No: PAP/PROC/003/22 - Procurement of Consultancy Services for the Provision of Customized Travel Services Support for the Pan African (PAP) on a two years Framework Agreement.”</b>  <b>Procurement Number: PAP/PROC/003/22</b>  <b>For the attention of: Senior Procurement Officer.</b>
ITC Clause 4.5	Proposals must be submitted no later than: <b>29<sup>th</sup> June 2022 at 11.00 hours</b> .
ITC Clause 5.1	The address for communications to the Client is: <b>Pan-African Parliament, Gallagher Convention Centre 19, Richards Drive MIDRAND, REPUBLIC OF SOUTH AFRICA</b>  E-mail: <a href="mailto:tender@panafricanparliament.org">tender@panafricanparliament.org</a>

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

The proposal will be evaluated using the following criteria:

Ref.	Technical Evaluation Criteria - TMC	Maximum Points
1.	<ul style="list-style-type: none"> <li>Specific experience of the consultants related to the assignment (more than 5 Years) [10 marks]</li> <li>Is the bidder member of IATA [5 marks]</li> <li>Servicing at least 2 or more international organization [10 marks]</li> <li>MIS Reporting system [10 marks]</li> </ul>	35 [marks]
2.	<b>Submission content/Proposed approach or methodology</b> <ul style="list-style-type: none"> <li>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [20 marks]</li> <li>Presentation of submitted documents [5 marks],</li> <li>Compliance with prescribed instruction as per RFP [10 marks]</li> </ul>	35 [marks]
3.	<b>Key Staff Experience and technical skills</b> The evaluation of this criterion will be based on the competence and experience of team members. <ul style="list-style-type: none"> <li><i>Team Leader with at least a minimum of 10 years of experience [15 Marks]</i></li> <li><i>Senior Travel Service Providers with a minimum of 5 years of experience (15 Marks)</i></li> </ul>	30 [marks]
<b>Total points</b>		<b>100</b>

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

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

The weights given to the technical and Financial Proposals are:  
Technical = 80% and  
Financial = 20%

ITC Clause 6.1     Negotiations will be held at: **the Pan-African Parliament**

ITC Clause 7.2     The assignment is expected to commence on: **As soon as the PAP has approved this Assignment, sometimes in July 2022.**

## **Section 4. Technical Proposal - Standard Forms**

- 4A. Technical Proposal submission form.
- 4B. Firm's references.
- 4C. Comments and suggestions of Service Providers on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team composition and task assignments.
- 4F. Format of curriculum vitae (CV) for proposed professional staff.
- 4G. Time schedule for professional personnel. **Not Applicable**
- 4H. Activity (work) schedule. **Not Applicable**

#### 4A. TECHNICAL PROPOSAL SUBMISSION FORM

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

We, the undersigned, offer to provide the consulting services for {*Title of consulting services and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial<sup>6</sup> Proposal sealed under a separate envelope.

We declare that we have no conflict of interest as defined by Section 1.7 of the Information to Service Providers 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:

---

<sup>6</sup> In Quality-Based Selection, the proposal may include only a Technical Proposal. If this is the case, delete “and a Financial Proposal sealed under a separate envelope.”

## 4B. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate TMCs Qualifications & Experience

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Service Providers, If Any:		No. of Months of Professional Staff Provided by associated Service Providers:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_



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

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.

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

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

<b>1. Technical/Senior Service Providers</b>		
Name	Position	Task

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

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

##### **Key Qualifications:**

*{ Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page. }*

\_\_\_\_\_

##### **Education:**

*{ Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page. }*

\_\_\_\_\_

##### **Languages:**

*{ For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing. }*

\_\_\_\_\_

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_  
*{Signature of staff member and authorized representative of the firm}*

Date: \_\_\_\_\_  
Day/Month/Year

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

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

#### 4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															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 months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	7 <sup>th</sup>	8th	9th	10th	11th	12th	
Activity (Work)													

### B. Completion and Submission of Reports

Reports		Date
1.	Inception Report	
2.	Interim Report (a) First Status Report (b) Second Status Report	
3.	Draft Final Report	
4.	Final Report	

## **Section 5. Financial Proposal - Standard Forms**

- 5A. Financial Proposal submission form.
- 5B. Summary of costs. **Not Applicable**
- 5C. Breakdown of price per activity.
- 5D. Reimbursable per activity. **Not Applicable**
- 5E. Miscellaneous expenses. **Not Applicable**



## 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

This will summaries the **BREAKDOWN OF PRICE PER ACTIVITY UNDER 5C**

Cost Elements	Currency(ies) <sup>7</sup>	Amount(s)
Total Amount of Financial Proposal		

<sup>7</sup> Maximum of three currencies in addition to the Currency of the Country specified for performance of the Services.

### 5C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: \_\_\_\_\_

Description: \_\_\_\_\_

#### B. BREAKDOWN OF PRICE PER ACTIVITY

<b>FEE PER TRANSACTION</b>	<b>Cost Excl Vat (ZAR)</b>	<b>Vat (ZAR)</b>	<b>Total (ZAR)</b>
Air Ticket – All sectors International			
Air Ticket – All sectors Domestic			
Accommodation Reservation fee			
Changes on ticket after ticketing	FREE	FREE	FREE
Changes on accommodation reservation	FREE	FREE	FREE
Account Management, analysis and Reporting	FREE	FREE	FREE
Insurance Policy issuance			
After hour service (Per Call)			

### 5D. REIMBURSABLE PER ACTIVITY

Activity No: \_\_\_\_\_

Name of Activity: \_\_\_\_\_

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	International flights	Trip				
2.	Miscellaneous travel expenses	Trip				
3.	Subsistence allowance	Day				
4.	Local transportation costs <sup>8</sup>					
5.	Office rent/accommodation/ clerical assistance					
	Grand Total					_____

<sup>8</sup> Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

**5E. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

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



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## SECTION 6: TERMS OF REFERENCE

### **TERMS OF REFERENCE FOR THE PROVISION OF TRAVEL MANAGEMENT COMPANY (TMC) SERVICES FOR THE AFRICAN UNION OFFICES IN SOUTH AFRICA**

#### **INTRODUCTION**

The African Union (AU) established as a unique Pan-African continental body, is charged with spearhead Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and cooperation among the peoples of Africa and African States as well as developing a new partnership worldwide.

#### **1.0 BACKGROUND**

The Pan-African Parliament (PAP) was established as an organ of the African Union to ensure full participation of the peoples of Africa in governance and economic integration of the continent. PAP currently exercises advisory and consultative powers though the ultimate aim is to evolve into a fully-fledged legislative organ whose members would be elected by universal adult suffrage.

The **main functions** of the PAP include:

- Facilitate the effective implementation of the policies and objectives of the OAU and, ultimately, of the African Union;
- Promote the principles of human rights and democracy in Africa;
- Encourage good governance, transparency and accountability in Member States;
- Familiarize the peoples of Africa with the objectives and policies aimed at integrating the African continent within the framework of the establishment of the African Union;
- Promote peace, security and stability;
- Contribute to a more prosperous future for the people of Africa by promoting collective self-reliance and economic recovery;
- Facilitate cooperation and development in Africa

- Strengthen Continental solidarity and build a sense of common destiny among the peoples of Africa;
- Facilitate cooperation among Regional Economic Communities and their Parliamentary fora.

In the execution of its duties the PAP's Member and staff are regularly required to travel within and outside their duty station, hence the requirement for a Travel Management Companies(TMCS) to provide the ticketing and all travel related services.

The PAP is involved in hosting of several meetings throughout the year and the mobility of staff on transfer or recruitment. All this requires movement of participants, staff and new recruits on a regular basis.

The PAP organizes approximately RAND 15,000,000 and above worth of travel services in a year. This figure is an estimate and is no way a commitment by the PAP to any annual volume of purchases. This information is provided for information purposes and should NOT be construed as a commitment by the PAP to purchase any specified quantities.

## **2.0 OBJECTIVES**

- A. The PAP seeks to streamline its local and international travel services arrangements in order to provide a more robust customized travel services and take advantage of the state of the art technological processes in the field of Global Travel Services. The Goals and targets of the PAP is to reduce the Costs by optimizing on value for money, Provide competitive travel Options, Access to most direct and economic routes.
- B. The successful TMC will be offered two years Framework Contract Renewable subject to satisfactory performance, cost effectiveness and Efficiency of the TMC based on the annual performance evaluation in the dimensions of Value for Money(VFM), Competitive travel options and economical routing.
- C. The TMC will work closely with the Travel Unit of the PAP and may extend its services to other AU offices.

## **3.0 SCOPE OF SERVICES REQUIRED**

The following are the scope of services and requirements for the PAP:

### **3.1. Air Travel**

The PAP requires the TMC in all cases to book the most direct and cost-effective route and to research alternate itineraries (at least three options, if available) and provide the competitive fares on routings that minimize inconvenience to passengers. The TMC must have some negotiated rates with airlines and hotels for incentive and rewards to loyalty customers. While a copy of the Travel Policy will be provided to the Travel Agent, it is to be understood that the travel policies embody the following basic principles which, however, are subject to

subsequent revision:

- a) Where available, use of the lowest applicable fare (including APEX fares) shall be the preference.
- b) Business Class travel or equivalent may be applicable only in situations as per the instruction of the travel officer;
- c) The TMC must be able to administer corporate deals negotiated with operating airlines on behalf of the PAP.

#### **RESERVATIONS AND TICKETING**

- a) Provide tickets for domestic and international air travel destinations. Authorizations to purchase such tickets shall be in form of approved purchase orders. All charges will be made directly to specific PAP. If fare changes require additional funding, the TMC must receive a corrected travel authorization prior to issuing a changed ticket.
- b) For every duly approved Travel request, the Agency shall immediately make bookings on the airlines operating the route and prepare appropriate itineraries and the TMC shall also provide alternative quotations in order to secure further cost reductions based on the most economic and value route, on the appropriate designated travel class.
- c) The TMC shall obtain the lowest applicable fare available on the most direct routes in compliance with the relevant AU Travel Policy at the time of booking. In no event shall the Agency procure travel tickets in excess of the amount stated in the Travel Authorization without the written approval of the Travel Unit of PAP.
- d) In the event that required itinerary cannot be confirmed, the Agency shall notify the PAP of the problem and present alternative routings/quotations for consideration.
- e) For wait-listed bookings, the Agency shall provide regular feedback on status of flight; however, tickets must never be issued with waitlisted sectors unless otherwise instructed by the PAP.
- f) The Agency shall promptly issue and sent to PAP by email an e-ticket and detailed itineraries, showing the accurate status of the airline on all segments of the journey; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveler's official trip. When necessary, tickets and billings shall be modified or reissued to reflect these changes.
- g) The TMC shall accurately advise the PAP on the Reservation validity and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
- h) Air tickets shall be issued only on approved ticket stock of the International Air Transportation Association (IATA) or ticket stock of recognized, reputable airlines as



approved by the PAP. However, exceptions should be considered in markets where only regional airlines are operating.

- i) The Agency shall ensure that all travelers are aware of document requirements including visa, health and vaccination for their respective itineraries before departure;
- j) The Agency will also be responsible for administering Corporate Deals and PAP may negotiate with airlines directly. In administering such corporate deals, The agency:
  - a. Shall ensure that all terms of the corporate deals are adhered to, with no exceptions;
  - b. Shall ensure that the terms of said deals are kept confidential;
  - c. Shall ensure that none of the benefits accorded to the PAP are abused or misused, or applied to any other traveller than those sponsored by the PAP
  - d. The PAP reserves the right to hold the Agency accountable for any legal or financial consequences that may arise due to misuse of corporate deals entrusted to them . PAP also reserves the right to audit the TMC travel transactions at any given time to ascertain the principles of accountability and transparency and value for money (vfm).
- k) TMC shall only act on travel requests for official travel submitted by the responsible staff of the PAP. The Administrative hierarchy for decision making will be advised to the TMC in writing prior to the effective date of this contract.
- l) TMC shall provide information service to notify the PAP and the traveler of such events as airport closures, canceled or delayed flights, strikes as well as local political or safety conditions which may affect travel to any particular destination;
- m) TMC shall indicate any special features, programs, or services that would be beneficial to the PAP and its travelers (e.g. visa processing, "Meet and greet", Lost baggage follow-up, insurance, preferred seating arrangements, Etc.).
- n) Render expert advice on itineraries, reserve and issue ticket documents for all modes of transportation including air, rail, road, sea, tours and packages and accommodation in a timely and accurate manner within the parameters of the travel guidelines of the PAP as requested. The TMC shall retain proper records of all tickets issued and related services provided under the contract for a period to be agreed upon at the signing of the contract. Such records shall be made available for inspection by PAP upon request, at all times and within short notice.
- o) The TMC shall inform the Travel Unit of all the conditions of purchase of tickets/airfares, ticket issuance time limits, terms of cancellations, refund and exchange and any other relevant information prior to the issuance of any tickets/airfares.
- p) The official travel requirements shall be accorded the highest priority and, therefore, the Agency shall ensure that servicing private travel does not delay, impede or frustrate the Agency's timely and effective processing of the PAP's official travel.

- q) The TMC shall only charge PAP for the official cost of the trip as per the established travel entitlement in accordance with the relevant travel guidelines of the organization. Any additional cost resulting from any deviation from the official cost of the trip for the purposes of private travel shall be collected directly from the traveler.
- r) The TMC shall provide travel services during working hours in line with the PAP business hours. In addition TMC shall provide afterhours services as well as during weekends and official holidays where emergency travel service is required.
- s) The TMC shall provide at least **2 (two) Senior Consultants** to service the PAP during the term of service. The Senior Consultants should demonstrate good knowledge and experience in travel within Africa.
- t) The TMC shall provide complimentary automatic travel insurance coverage in a sufficient amount, with a zero deductible and in line with the IATA requirements, for all travelers and agree to render assistance, as and when required, to any traveler in the case of illness or injury, as well as in the case of loss of or damage to luggage.
- u) The TMC shall inform all Travellers, as well as the appropriate Travel Unit, on a regular basis, as well as upon request, of any special offers, discounts, benefits or advantages from airlines or other travel suppliers such as:
  - i. Special or group fares
  - ii. Corporate incentive agreements
  - iii. Preferred supplier bonus agreements
  - iv. Destination Promotion Programs.
  - v. Company promotion programs
  - vi. Creative ticketing
  - vii. Tourism packages
- v) The Agency shall be given complete copies of the PAP's travel policies and procedures and shall be fully familiar and in compliance with these policies and procedures for all official Travel;

**3.2. Accommodation:** The TMC may be requested to make reservation for lodging accommodations services when necessary. This service shall include initiating and confirming reservations and confirming the all-inclusive rate at which the reservation is made.

- This involves planning, booking, amending reservations and (paying when applicable) accommodation through agreed mode with any hotel group, private hotel etc where such arrangement is necessary and approved by PAP.
- Negotiate discounts on standard tariffs or reduced tariffs with all available hotel groups, private hotels etc.

- The TMC will negotiate to the maximum possible, discount rates, including net rates, for hotel accommodations applicable specifically to reservations by the PAP official travel and to arrange such services when requested to do so.

### **3.3. Other Services**

- ✓ The TMC may assist the travellers in obtaining visas upon request. This assistance shall consist of providing the forms and applications for visa requests, providing visa information to the travellers, conducting visa assistance follow ups, keeping appropriate records thereon, using and making arrangements for issuance of visas.
- ✓ TMC may provide information on health, immigration clearance, foreign exchange control regulation and other government restrictions and assistance in obtaining travel tax exemption certifications and entry visas to countries.
- ✓ TMC will assist with recovery of lost baggage.
- ✓ The TMC shall provide information service to notify the travellers of such events as airport closings, cancelled or delayed flight and strike situations as well as local political or safety conditions, which may affect Travellers to travel those particular destinations.

**Travel Plans:** The TMC may assist in the preparation and arrangement of travel plans for conferences and meetings, as and when requested by PAP.

**Quality Control:** The TMC shall arrange for a proper system of quality control for the services being provided and shall furnish all details and results of an on-going customer satisfaction surveyor questionnaire that shall be administered and reviewed annually. The TMC shall also provide to the PAP the results and action plans that will address any issues or concerns that resulted from the surveyor questionnaire for further improvement.

### **3.4. Reporting**

#### **➤ Travel Management & Expenditure Reports**

- ✓ The TMC must submit reports on detailed expenses per completed month for all transactions processed per account, the number of changes made, all savings achieved and credits due as well as exception reports must be submitted on time for Management Report. The report will reflect detail per sector and unit.
- ✓ The TMC shall provide reports on travel patterns including information such as routing and destination reports, ticket and invoice reports, cost savings reports, monthly refund status reports, airline usage and validation reports and any additional reports that may be deemed necessary by PAP as and when requested.

### **3.5. Tariff/Discount Adjustments**

Notices of immediate tariff adjustments, especially in respect of air travels must be made available and distributed within the PAP via email.

3. The TMC shall provide information on Commission and discount Rates as and when requested that is granted by all vendors.
4. The TMC shall demonstrate the level of transparency that meets the systems in place which will ensure easier implementation of cost savings measures for the procurement of travel services.
5. The TMC shall make every reasonable effort to maximize the use of any preferred carrier/vendor negotiations in place in order to obtain cost savings for PAP
6. Ensure continuous negotiations to lower tariffs or higher discounts

### **3.6. REFUNDS**

- ✓ Ensure that PAP is reimbursed for partly or fully unused tickets, subject to applicable regulations;
- ✓ Assist with travel advances reconciliation;
- ✓ The TMC shall arrange, at no additional charge, the refund of unused refundable tickets within 30 to 60 days of submission. The TMC shall provide a monthly report of status of refunds and claims. The TMC shall also submit a weekly report of unused tickets to be submitted for refund.

## **4.0 Firm's Competences and Key Experts Requirements**

- a) Provide a Company Profile which describes your TMC and its experience in travel Industry (air travel, accommodation arrangements, and car hire services).
- b) References of client profiles is required with other organizations preferably major NGOs, or International bodies and Government entities.
- c) Key Experts./Consultants Qualification and experience at the level of a Manager and Senior Consultants with Minimum of Eight (8) Years' Experience working in Air travel Agencies and at least with a minimum Degree for the Team Leader (Manager) and Diploma for Senior Consultants with relevant qualification.
- d) Key Experts with IATA Trainings will be an added advantage.
- e) The TMC must provide its Internal Structure with clear management responsibilities and a chain of command to ascertain their efficiency & effectiveness.
- f) List affiliations/accreditation with professional Travel Associations such as ASATA, IATA and ICAWA will be major advantage
- g) Provide a list of any proposed service that adds value and uniqueness to the firm, including franchise agreements, and any applicable discounts or rebates.

## **5.0 FINANCIAL PROPOSALS**

**To be submitted in the format indicated in Section 5 of the Bid document**

- The service fees provided shall **ONLY** be on a transaction fee basis per activity.
- No other service fees should be provided/requested apart from the ones stipulated on the transaction fees sheet to provide.

## **6.0 SUBMISSION**

Financial and technical bids should be submitted in separate envelopes (refer to section 4 of the bid document)

## **7.0 PRESENTATION/DEMONSTRATION**

The PAP may request for formal presentation of its proposal for Bidders that qualify the Technical Evaluation.

## **8.0 SUBMISSION**

Financial and technical bids should be submitted in separate envelopes (refer to section 4 of the bid document)

## **9.0 PRESENTATION/DEMONSTRATION**

The PAP may request for formal presentation of its proposal for Bidders that qualify the Technical Evaluation.

## **TRIPARTITE RELATIONSHIP (TMC, PAP & AIRLINES)**

1. PAP expects the TMC not favor any particular carrier when making reservations.
2. PAP expects the TMC to maintain excellent relations with all carriers for the benefit of the Client.
3. PAP expects the TMC to undertake to provide good corporate agreements and good contacts between the Client and hotels, car rental companies, and other service providers.

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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 Service Providers]* (hereinafter called the “Service Providers”).

*[Note: If the Service Providers 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 Service Providers’ obligations under this Contract, namely, [name of Service Providers] and [name of Service Providers] (hereinafter called the “Service Providers”).]*

### WHEREAS

- (a) the Client has requested the Service Providers to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Providers, 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-Service Providers  
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 Service Providers shall be as set forth in the Contract, in particular:

- (a) The Service Providers shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Service Providers 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 Service Providers]*

---

*[Authorised Representative]*

**[Note:** *If the Service Providers 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 Service Providers

*[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 Service Providers 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 Service Providers’ rights and obligations towards the Client under this Contract;
- (j) “Party” means the Client or the Service Providers, as the case may be, and “Parties” means both of them;
- (k) “Personnel” means persons hired by the Service Providers or by any Sub-Service Provider 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 Service Providers pursuant to this Contract, as described in Appendix A hereto;
- (n) “Sub-Service Provider” means any person or entity to whom/which the Service Provider subcontracts 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 Service Provider or a Sub-Service Provider.

**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 Service Providers may be taken or executed by the officials specified in the SCC.

**1.7 Taxes & Duties**

**1.7.1 PAP Exemption from Taxes & Duties**

As an organ of the African Union, the PAP is 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 Service Provider authorises the PAP to deduct from payments any amount representing such taxes or duties charged to the PAP by the Service Provider. In the event that any taxing authority refuses to accept the

PAP's exemption from such taxes or duties, the Service Provider shall immediately consult with the PAP.

**1.7.2 Service  
Provider's  
Obligations on  
Taxes & Duties**

The Service Provider 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 PAP.

The Service Provider, Sub-Service Providers, 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 on the date (the "Effective Date") of the Client's Letter of Acceptance instructing the Service Providers 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 Service Provider shall begin carrying out the Services no later than 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-Service Providers 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 Service Provider 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 Service Provider, 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 Service Provider does 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 Service Provider becomes insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Service Provider, 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”<sup>9</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”<sup>10</sup> is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“collusive practice”<sup>11</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice”<sup>12</sup> is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“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 decides to terminate this Contract on any other reasonable grounds duly notified to the Service Provider.

#### **2.6.2 By the Service Provider**

The Service Provider 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:

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<sup>9</sup> “another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

<sup>10</sup> a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>11</sup> “parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

<sup>12</sup> a “party” refers to any participant in the procurement process or contract execution.

- (a) if the Client fails to pay any monies due to the Service Provider 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 Service Providers that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is 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 Service Provider:

- (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.

**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 SERVICE PROVIDER**

**3.1 General**

**3.1.1 Standard of Performance**

The Service Provider 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 Service Provider 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-Service Providers or Third Parties.

### **3.2 Conflict of Interests**

**3.2.1 Service Provider Not to Benefit from Commissions, Discounts, etc.** The remuneration of the Service Provider pursuant to GCC Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider 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 Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Compliance with Procurement Rules** If the Service Providers, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider 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 Service Provider in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.3 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub-Service Provider 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 Service Provider nor their Sub-Service Providers 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 Service Provider, its Sub-Service Providers, 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 Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Providers 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 Service Provider' Actions Requiring Client's Prior Approval** The Service Provider 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-Service Providers"), and
- (c) any other action that may be specified in the SCC.

**3.6 Reporting Obligations** The Service Provider 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 Service Provider to Be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service Provider 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 Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be as specified in the SCC.

#### **4. SERVICE PROVIDERS' 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 Service Provider' Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers 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 Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider 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 Service Provider 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 Service Provider 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 to the Service Provider**

- (a) Unless otherwise specified in the SCC, the Client shall use its best efforts to provide the Service Provider with the information that is necessary for the fulfilment of its obligations.
- (b) The Client's personnel shall co-operate with the Service Provider's personnel or representative, as required, for the fulfilment of the Service Provider's duties.

### **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 Service Providers, then the remuneration and reimbursable expenses otherwise payable to the Service Provider 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 may, upon request, make available to the Service Provider, free of any charge, the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE SERVICE PROVIDER**

### **6.1 Lump-Sum Remuneration**

The Service Provider's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-Service Providers' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Service Provider 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 Service Provider 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 Service Providers 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 Service Provider has 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 Service Provider 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
<b>GCC Clause 1.1 (d)</b>	The Country specified for performance of the Services is:
<b>GCC Clause 1.3</b>	The language of the contract is: <i>English</i>
<b>GCC Clause 1.4</b>	<p><b>The addresses for notices are:</b></p> <p><b>Client:</b>  <b>Attention:</b>  <b>e-mail:</b>        <b>rodin.mayengo@panafricanparliament.org</b></p> <p><b>Service Provider:</b></p> <p><b>Attention:</b>  <b>e-mail:</b>  <b>Mobile :</b>  <b>Office Line:</b></p>
<b>GCC Clause 1.6</b>	<p>The Authorised Representatives are:</p> <p>For the Client: _____</p> <p>For the Service Providers:          _____</p>
<b>GCC Clause 2.1</b>	<p>The effectiveness of the Contract is subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. Signing of the Contract by both parties</li> <li>2. Achievement of the objectives.</li> <li>3. Meeting the agreed deadline.</li> <li>4. Any other conditions which shall be stipulated.</li> </ol>
<b>GCC Clause 2.3</b>	The time period for expiration of the Contract shall be <i>[length of time]</i> or such other time period as the parties may agree in writing.
<b>GCC Clause 3.4</b>	<p>The risks and insurance coverage shall be:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Country specified for performance of the</p>

Services by the Service Provider or its Personnel or any Sub-Service Providers 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 Service Provider and of any Sub-Service Provider, 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 Service Providers' property used in the performance of the Services, and (iii) any documents prepared by the Service Provider 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]*.

**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:**

(a) Should any dispute arise between the Parties in connection with the formation or existence of; the implementation of; or the interpretation or application of the provisions of; or the Parties' respective rights and obligations in terms of arising out of; or the breach or termination of; or

the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of; or any documents furnished by the Parties pursuant to the provisions of, this Agreement, or which relate in any way to any matter affecting the interests of the Parties in terms of this Agreement, the Parties shall meet within 15 (fifteen) days of written notice of the dispute from one Party to the other (or such longer period as mutually agreed by the Parties in writing) to negotiate in good faith in an effort to settle such dispute.

(b) Should the Parties fail to resolve any dispute between themselves within 30 (thirty) days of the meeting referred to in clause 21.1 (or such longer period as mutually agreed by the Parties in writing) the Parties shall within 5 (five) days refer the dispute to a joint committee of the Parties' respective chief executive officers or alternates appointed by them. The Parties record that it is the intention that the said chief executive officers will use their best endeavours to settle or resolve the dispute as expeditiously as possible but in any event within a period of 15 (fifteen) days of the matter being referred to them.

(c) Should the joint committee referred to in clause 19.2 be unable to resolve the dispute in the applicable time period or such longer period as the Parties may agree upon, the Parties undertake to meet promptly and consider whether or not the dispute should be referred to arbitration. If the Parties agree in writing that the dispute should be referred to arbitration, such dispute will be determined by arbitration.

(d) The arbitration shall be held:

- i. in accordance with the rules of the Arbitration Foundation of Southern Africa or its successor in title ("the Foundation");
- ii. in Johannesburg, in the English language;
- iii. it being the intention of the Parties that the arbitration shall be held and completed within 21 (twenty one) days of it being instituted.

(e) The Parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 21.8..

(f) The provisions of this clause:

- i. constitute an irrevocable consent by the parties to any proceedings and neither Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
- ii. are severable from the rest of this Agreement and shall remain in full force and effect despite the termination of or invalidity

for any reason of this Agreement, or any part of this Agreement.

## 4. Appendices

### APPENDIX A—DESCRIPTION OF THE SERVICES

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

### APPENDIX B—REPORTING REQUIREMENTS

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

### APPENDIX C—KEY PERSONNEL AND SUB-SERVICE PROVIDERS

- [List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Country specified for performance of the Services, and staff-months for each.*
  - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Country specified for performance of the Services.*
  - C-3 Same information as C-1 for Key local Personnel.]*
  - C-4 List of approved Sub-Service Providers (if already available); same information with respect to their Personnel as in C-1 or C-2.*

### APPENDIX D—BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

*[List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for any additional services.]*

**APPENDIX E—BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

*[List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:]*

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.]*

**APPENDIX F—SERVICES AND FACILITIES PROVIDED BY THE CLIENT**

*[List Services, facilities, property and counterpart personnel to be made available to the Service Providers by the Client.]*



**APPENDIX F— STANDARD OPERATING PROCEDURES (SOPS)**

*[To be jointly developed by the Service Provider and the Client.]*

**APPENDIX H—FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS**

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

TO:    *{Name and Address of Client}*  
          *{Name of Contract for Service Providers' Services}*

Sir / Madam:

In accordance with the provisions of Clause GCC 6.4) of the above-mentioned Contract (hereinafter called “the Contract”), *{name and address of Service Provider}* (hereinafter called “the Service Provider”) shall deposit with *{name of Client}* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *{amount of Guarantee}*, *{amount of Guarantee in words}*.<sup>3</sup>

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[state conditionality for discharge of the bank guarantee as indicated in GCC Clause 6.4 and the SCC]*.

Yours truly,

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Name, Signature and Seal

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Name of Bank/Financial Institution

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Address

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Date

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<sup>3</sup> An amount is to be inserted by the bank or financial institution as specified in SCC Clause GCC 6.4.