

**AFRICAN UNION**

**الاتحاد الأفريقي**



**UNION AFRICAINE**

**UNIÃO AFRICANA**

**AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS  
COUR AFRICAINE DES DROITS DE L'HOMME ET DES PEUPLES**

## **REQUEST FOR PROPOSALS**

# **Consultancy for Training on Alternative Disputes Resolution Mechanisms: Arbitration/Mediation/Negotiation**

**Procurement Number:** AFCHPR/PTS/2022/216

Date of issue: 27 July 2022  
Submission deadline: 26 August 2022  
at 1700 hours Arusha, Tanzania local time

## CONTENTS

SECTION 1. INFORMATION TO CONSULTANTS .....	3
1. Introduction.....	3
2. Clarification and Amendment of RFP Documents .....	6
3. Preparation of Proposal.....	7
4. Submission, Receipt, and Opening of Proposals .....	8
5. Proposal Evaluation .....	10
6. Negotiations .....	11
7. Award of Contract.....	12
8. Confidentiality .....	12
SECTION 2 - DATA SHEET.....	13
SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS .....	15
SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS .....	21

## Section 1. Information to Consultants

### 1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, 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.
- 1.4 The consultants 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, consultants are encouraged to contact the Client before submitting a proposal. The consultants' representative should contact the officials named in the Data Sheet to obtain additional information.
- 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 consultants to provide professional, objective, and impartial advice, and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Client.
  - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
    - (a) Conflict between consulting activities and procurement of goods, works or services: A firm that

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

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

(c) Relationship with African Union staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of AU 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, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 In the event of 1.7.2. and in order to ensure fairness and transparency in the selection process, it is required that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, all information that would in that respect give a consultant a competitive

advantage shall be made available to all the short-listed consultants together with the request for proposals.

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

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

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

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

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

<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.*

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

1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 3A) 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 Consultants 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 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet.

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 advertised. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to consultants who are Nationals of African Union Member States.
  - (ii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 3:
- (i) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 3B) 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 3C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
  - (iv) 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.
  - (v) 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, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 4. These lists all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).
- 3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and**
- 4.1 The original proposal (Technical Proposal and Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It



**Opening of Proposals**

- 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 initials all pages of the proposal. The representative's authorisation is confirmed by a written power of attorney accompanying the proposal.
  - 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.
  - 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Bids 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.
  - 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 electronic mail 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.

- 4.8 Bids submissions can be done in hard copies directly to the Court address or in soft copies by email as per the provisions of the Section 2.

## **5. Proposal Evaluation**

### **General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, 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, the highest ranked firm, 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.

### **Opening and Evaluation of Financial Proposals: Ranking**

- 5.5 After the evaluation of technical quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 5.6 During the opening of the Financial Proposals, the name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the 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 2.7.

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

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

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 method.
- 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a

contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (paragraph 5.3).

7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**8. Confidentiality**

8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## Section 2 - Data Sheet

### ITC Clause Reference

- ITC Clause 1.1 The name of the Client is: The African Court on Human and Peoples' Rights.
- The method of selection is: Quality & Cost Based Selection (QCBS).
- ITC Clause 1.2 Technical and Financial Proposals are requested.
- The name, and Procurement Number of the assignment are: Consultancy for Training on Alternative Disputes Resolution Mechanisms
- Procurement number AFCHPR/PTS/2022/216.
- ITC Clause 2.1 Clarifications may be requested up to 10 days before the submission date.
- The address for requesting clarifications is: The African Court on Human and Peoples' Rights, P.O. Box 6274, Arusha, Tanzania  
Tel: +255732979509, Fax: +255732979503  
E-mail : procurement@african-court.org ;  
Facsimile: saifeddine.rouis@african-court.org
- ITC Clause 3.1 Proposals should be submitted in the English language.
- ITC Clause 3.3(vi) Reports that are required under the assignment shall be submitted in the English language.
- ITC Clause 3.4(viii) Additional information required in the Technical Proposal is: "*none*"
- ITC Clause 3.10 Proposals must remain valid for 60 days after the submission date.
- ITC Clause 4.3 Consultants must submit an original and 2 (two) copies of each proposal.
- ITC Clause 4.4 The address for submission of proposals is: The African Court on Human and Peoples' Rights, P.O. Box 6274, Arusha, Tanzania  
Email: [tender@african-court.org](mailto:tender@african-court.org)
- ITC Clause 4.5 Proposals must be submitted no later than 1700 hours on 26 August 2022 (Arusha, Tanzania local time).

Section 1. Information to Consultants - Data Sheet

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ITC Clause 5.1 The address for communications to the Client is: The African Court on Human and Peoples’ Rights, P.O. Box 6274, Arusha, Tanzania

Telephone: Tel: +255732979509; email: [procurement@african-court.org](mailto:procurement@african-court.org)

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

	<u>Points</u>
(i) Proposed methodology and understanding of the TOR	20
(ii) Company expertise & Personnel qualifications	30
(iii) Experience in working on similar assignment	40
(iv) Experience in working with International Organizations	10
Total Points:	100

The minimum technical score required to pass is 70 (seventy) points.

ITC Clause 5.7 The single currency for price conversions is: USD (United States Dollars).

The source of official selling rates is the United Nations exchange rates.

The date of exchange rates is: the month of August 2022.

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 = 70%, and  
Financial = 30%.

ITC Clause 7.2 The assignment is expected to commence on 04 OCTOBER 2022

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### **Section 3. Technical Proposal - Standard Forms**

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Activity (work) schedule.

### 3A. 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 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 Consultants in relationship to performance of this assignment.

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

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

We remain,

Yours sincerely,

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



### 3B. FIRM'S REFERENCES

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

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

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

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

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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On the Terms of Reference:

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

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

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

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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### 3E. 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	7th	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 4. Financial Proposal - Standard Forms**

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Miscellaneous expenses.

### 4A. 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:

**4B. SUMMARY OF COSTS**

Cost Elements	Currency(ies) <sup>6</sup>	Amount(s)
Total Amount of Financial Proposal		<hr/>

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

**4C. BREAKDOWN OF PRICE PER ACTIVITY**

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

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

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



**4D. 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					_____

Accurate Terms of Reference are essential in the procurement of consultant services to ensure that both the Client and the Consultant are fully aware of the objectives and outputs of the services. Consultant services are expensive, and a lack of careful thought, research and preparation of the Terms of Reference by the Client, may result in considerable wastage of Government funds.

### **NOTES ON THE TERMS OF REFERENCE**

The Terms of Reference (TOR) should provide sufficient information to enable consultants to fully understand the services required by the Client, and to prepare proposals that are realistic and competitive. The Terms of Reference (after joint agreement and inclusion of any minor modifications suggested by the Consultant) will be used to prepare the Appendices or Annexes which form part of the Contract document.

The TOR must be complete, precise, and clear. Incomplete, imprecise, or unclear TOR may force consultants to request clarifications from the Client, or to submit conditional proposals or proposals based on an incorrect understanding of the Client's requirements. Depending on the nature of the clarifications, the Client may need to amend the Request for Proposals and possibly to extend the deadline for submission of proposals. Conditional proposals may have to be rejected. If proposals are not substantially comparable with each other, evaluation may be difficult or impossible, and the procurement may need to be restarted.

**The Client should always assign experienced staff to draft the TOR to ensure a clear specification of the scope, tasks and outputs of the services required. When considering Requests for Proposals prior to approval and issue, Tender Committees should treat TOR as the most important Section for careful review.**

### **PREPARATION OF THE TERMS OF REFERENCE**

The Terms of Reference will normally contain the following headings:

1. Background;
2. Objectives;
3. Scope of the Services;
4. Transfer of Knowledge/Training (when appropriate);
5. Deliverables;
6. Assignment Reports and Schedule of Reports;
7. Facilities, services and resources to be provided by the Client;
8. Assignment Period;
9. Assignment Management & Administration

## 1. Background:

Under the African Governance Architecture Support Project (AGA-SP), the European Union provides support to i) the African Commission on Human and Peoples' Rights in Banjul, The Gambia, ii) the African Court on Human and Peoples' Rights in Arusha, Tanzania, iii) the Pan-African Parliament in Midrand, South Africa and iv) the African Committee of Experts on the Rights and Welfare of the Child in Maseru, Lesotho.

The overall objective of the programme is to “improve the Court’s judicial procedures by ensuring improved access to and expanded use of judicial procedures, improved quality of judicial decisions, more expeditious settlement of cases, and higher rates of enforcement of judgments”.

One of the outcomes of the programme is to strengthen institutional capacity by developing the institutional and human resources capacity through capacity building sessions or courses.

In the exercise of its contentious jurisdiction, the Court may, *inter alia*, attempt to settle amicably cases brought before it in accordance with the provisions of the Charter and the Protocol.

Today, there is a whole wide range of means and processes available to courts and to individuals involved in disputes that they can adopt to reach an expeditious settlement, which while taking into account their needs and interests also cater for the purely legal issues between them. Such means and processes include arbitration/mediation/negotiation, increasingly being used.

Considering the length of time it takes to process the cases, the Court can explore these alternative dispute resolution mechanisms, which appear to be simple and rapid.

As regards implementation of the overall objective of the program set out in Paragraph 2 above aimed at expeditious settlement of cases, it is imperative that the Court’s Legal Officers acquire skills in how such alternative dispute resolution mechanisms work, their subtleties, their applicability in the context of judicial protection of human rights, etc.

Within this framework, the African Court intends to deliver an accelerated course on Alternative Dispute Resolution (ADR)/Arbitration-mediation-negotiation to legal officers of the Court. The course is aimed at enhancing the knowledge of the legal officers on

arbitration-mediation-negotiation and enable them explore alternative means to deal with the human rights and related disputes submitted before it.

In this regard, the Court is seeking qualified firms and/or individuals that can provide this course. The proposals in response to this Request for Proposal (RFP) must adhere to all the requirements of the RFP.

## 2. Objectives

The main objective of the course is to equip the legal officers of the Court with skills and knowledge on the use of ADR on arbitration-negotiation-mediation.

The following are the specific Course Objectives:

- i. Offer exposition on the full spectrum of dispute resolution methods and the place of Arbitration-mediation-negotiation in that spectrum.
- ii. Explore the tenets, types and advantage/ disadvantage of arbitration-mediation-negotiation.
- iii. Provide knowledge of the various laws, practices and procedures for Arbitration-mediation-negotiation of disputes i.e. statutes, cases and applications to determine disputes.
- iv. Disseminate knowledge on commencement of the arbitral-mediation-negotiation process.
- v. Provide ability to distinguish between Jurisdiction and Powers, their purpose, extent & limitations, sources and their place within the rules of natural justice.
- vi. Provide roadmap on administrative and legal requirements in managing stages of the arbitration-mediation-negotiation process.
- vii. Provide ability to organize and present information, ideas, descriptions and arguments clearly and logically, using simple terminology.
- viii. Develop logical and analytical approaches to analysing evidence for decision making.
- ix. Outline the role of the court in arbitration. Court Intervention before, pending and after arbitral-mediation-negotiation proceedings.
- x. **At the end of the course, the successful bidder should provide participants with an internationally recognised Certificate of Arbitration-mediation-negotiation (A proof of accreditation will be requested).**

## 3. Qualifications

The ideal trainer would be an institution/firm with the following profile (institution/firm includes a company, a joint venture, a partnership or a non-governmental organization/not-for profit organization):

- i. Have at least three staff with post-graduate qualifications in International or Human Rights Law or Law and Business Administration, or a Law Degree with qualifications in Finance and Accounting.
- ii. Demonstrable knowledge of the functions, dynamics and complexities of international organisations or international judicial institutions.
- iii. Proven experience in analysing, designing and preparing, through participatory approaches, the financial and operational systems of international organisations or international judicial institutions or international Non-Governmental Organisations.
- iv. Proven experience working with African continental or regional organisations will be desirable.
- v. Extensive knowledge of the African human rights system, particularly African human rights jurisprudence and the use of alternative dispute resolution will be preferable.
- vi. Knowledge of multi-stakeholder engagement processes.

#### **4. Scope of the Services**

The Trainer will undertake the following tasks:

- i. Prepare the training introductory report;
- ii. Draft the Training Programme in collaboration with the Registry of the Court;
- iii. Prepare the necessary working documents, training materials and presentations;
- iv. Provide the training for the legal officers;
- v. Prepare the report at the end of the training;
- vi. Prepare the Consultancy final report.

#### **5. Transfer of Knowledge/Training**

(No appropriate)

#### **6. Deliverables**

The Trainer will deliver the following:

- i. Training introductory report;
- ii. Training programme;
- iii. Working papers, training materials and presentations;
- iv. Training report;
- v. Final consultation report;
- vi. **Internationally recognised Certificate of Arbitration-mediation-negotiation.**

## **7. Assignment Reports and Schedule of Reports**

- i. Initial report before the training with the presentation of the training program, working documents, training materials and presentations;
- ii. Final report after the training.

## **8. Facilities, services, and resources to be provided by the Client**

The Course provider will provide all essential materials for the Course for translation at least two weeks to the scheduled course dates. Any additional material will be issued at the course.

**The training will be conducted in English, French and Arabic with simultaneous interpretation.**

## **9. Assignment Period**

The training will be organized online in two modules of three (3) days each, one from October 04 to 06 October 2022 and the other from 11 to 13 April 2023 for 14 participants (12 Legal officers, 1 Registrar, 1 Deputy Registrar).

## **10. Management & Administration of the Assignment**

The Trainer will report to the Registrar of the Court through the Head of the Legal Division.

The proposal, as well as any and all related correspondence exchanged by the Proposer and the Court, shall be written in either English or French. Any printed literature furnished by the Proposer written in a language other than English or French must be accompanied by a translation in English or French. For purposes of consideration of the proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into either English or French, as applicable, shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the consultant and the Court.

The copyright of all instruments, data and reports produced as part of the exercise undertaken under this consultancy shall vest in the Court.

The Trainer will not reveal or publish any information that comes to his or her knowledge in the course of this consultancy to any unauthorized person without the prior written consent of the AFCHPR