

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

PROVISION OF TRAVEL AGENCY SERVICES FOR THE AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS AND THE AFRICAN UNION ADVISORY BOARD AGAINST CORRUPTION

Procurement Number: AFCHPR/PTS/2022/212

Date of issue: 04th August 2022
Submission deadline: 03rd September 2022
at 1700 hours Arusha, Tanzania local time

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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.¹ In pursuance of this policy the AU:

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

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

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

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

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

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

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.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

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 list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business

requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).

- 3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 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 Opening of Proposals

- 4.1 The original proposal (Technical Proposal and 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 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 (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.
- 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:
Provision of Travel agency services for African Court on Human and Peoples' Rights and The African Union Advisory Board Against Corruption
Procurement number AFCHPR/PTS/2022/212.
- 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 : +255 272970430 ; +255 272970431
E-mail : procurement@african-court.org ;
Or : 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
- ITC Clause 4.5 Proposals must be submitted no later than 1700 hours on 03rd September 2022 (Arusha, Tanzania local time).
- 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:255 272970430; +255 272970431
 email: 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) Specific experience of the consultants related to the assignment | [25] |
| - Relevant experience (more than 5 Years) | 5 |
| - Affiliation to a Global travel management company | 10 |
| - Servicing at least 2 or more international organization | 10 |
| (ii) Submission content/Proposed approach or methodology | [20] |
| - Adequacy of the proposed work plan and methodology in responding to the Terms of Reference | 15 |
| - Presentation of submitted documents | 5 |
| (iii) Qualifications and competence of the key staff for the Assignment | [25] |
| - Qualified senior travel officer with >10 years of experience and IATA diploma/ Certificate. | 5 |
| - Qualification and experience of operation staffs 5/+ years' experience and IATA diploma/ certificate | 10 |
| - Staff structure available for the assignment | 10 |
| (iv) Site assessment | [30] |
| - IATA Membership, Relevant licensing. Availability and verification of function of Systems i.e., Amadeus, Galileo | 10 |
| -Availability of back-office MIS reporting systems that can provide relevant regular reports and used ticket tracking | 20 |
| Total Point | 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 September 2022.

Section 1. Information to Consultants - Data Sheet

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 01 January 2023

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. Team composition and task assignments
- 3F. Format of curriculum vitae (CV) for proposed professional staff

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

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**

(REFER TO TERMS OF REFERENCE)

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Technical/Managerial Staff | | |
|--------------------------------------|----------|------|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |
| | | |

2. Support Staff

| Name | Position | Task |
|------|----------|------|
| | | |
| | | |
| | | |
| | | |

3F. 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: _____

Section 4. Financial Proposal - Standard Forms

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

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) ⁶ | Amount(s) |
|---|----------------------------|-----------|
| <p>Total Amount of Financial Proposal</p> | | <hr/> |

⁶ 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 | | _____ |

Section 5. Terms of Reference

Terms of Reference for Provision of Travel Services for The African Court on Human and Peoples' Rights and The African Union Advisory Board Against Corruption

1. Qualification Instructions

1.1. Introduction

The African Court on Human and Peoples' Rights would like to invite interested travel agencies who meet the set criteria as provided to perform the contract for provision of travel agency services.

1.2. Qualification Objective

The main objective is to offer travel reservation, ticketing, and related consultancy services as and when required during the contract period.

1.3 Qualification Document

This RFP document includes questionnaire forms and documents required from prospective travel agencies. In order to qualify, prospective agencies must submit all the information and documents requested herein.

1.4 Additional Information

The client reserves the right to request submission of additional information from prospective bidders. Documents that are not filled out completely and submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English.

2. Minimum Qualification Criteria

2.1 IATA membership and affiliation to any Global Travel Management Company

2.2 Experience in managing corporate clients with an annual travel expenditure of USD \$1 million or more.

2.3 Capacity to provide implants which handle all air tickets and other travel / conferencing arrangements

2.4 Key Personnel/Consultants with IATA Diploma/certificate and over 5 years of experience

3. Travel Services Requirements

The Client's current Travel Policy requires the Agency in all cases to book the Most Economic and Value for Money Route, and to research alternate itineraries (at least three options, if available) in order to provide the lowest fares on routings that minimize inconvenience to passengers. 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:

1. Where available, use of the lowest applicable fare (including APEX fares) is the preference;
2. Full economy fares may be used if no appropriate reduced fares are available;
3. Business Class travel or equivalent may be applicable only in situations as stipulated in the Client's Travel Policy;
4. The Agency must be able to administer corporate deals negotiated with operating airlines on behalf of the Client.

General

1. The Agency should provide travel services during the Client's working hours and working days. In addition, the Agency shall provide a contact person for emergency services after hours, as well as for services during weekends and official holidays where emergency travel service is required. One of the Agency's employees shall always be reachable by phone and email on 24/7 basis.
2. 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 Client's official travel.

Reservation and ticketing

1. For every duly approved travel request, the Agency shall immediately make bookings on the airlines operating the route and prepare appropriate itineraries and formal quotations based on the most economic and value for money route on the appropriate designated travel class.
2. In the event that required itinerary cannot be confirmed, the Agency shall notify the Client of the problem and present alternative routings/quotations for consideration;

3. 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 Client.
4. The Agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in electronic format) 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.
5. The Agency shall accurately advise the Client ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings.
6. The Agency shall ensure that all travelers are aware of document requirements including visa, health and vaccination for their respective itineraries before departure;
7. 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 Client. However, exceptions should be considered in markets where only regional airlines are operating.
8. The Agency will also be responsible for administering Corporate Deals the Client may negotiate with airlines. 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 Client are abused or misused, or applied to any other traveler than those sponsored by the Client

The Client 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 the Agency.

9. Agency shall only act on travel requests for official travel submitted by the responsible staff of the Client. The Administrative hierarchy for decision making will be advised to the Agency in writing prior to the effective date of this contract.
10. The Agency shall be given complete copies of the Client's travel policies and procedures and shall be fully familiar and in compliance with these policies and procedures for all official Travel;

11. Agency shall provide an information service to notify the Client and the traveler of such events as airport closures, canceled or delayed flights, strikes as well as of local political or safety conditions which may affect travel to any particular destination;
12. Agency shall indicate any special features, programs, or services that would be beneficial to the Client and its travelers (e.g. visa processing, "Meet and greet", Lost baggage follow-up, insurance, preferred seating arrangements, Etc.).

Ticket Delivery

The Agency shall deliver tickets, based upon proper authority from the Client in case of official travel, itineraries, boarding passes (where available) and other travel documents as determined necessary by the Client. Tickets shall routinely be provided earlier than one or two days in advance of travel unless required otherwise. The Agency shall deliver tickets to the traveler at the premises of the Client during business hours through email. Furthermore, the Agency shall, as requested, provide emergency ticket delivery after hours at an appropriate airport or through one of its office or correspondents worldwide.

Refunds

1. The agency shall only invoice the Client for the value of tickets which have been used. Any tickets which are fully unused should not be invoiced. The applicable service fee and any airline refund penalty will be invoiced.
2. Refund status of partially used tickets shall be constantly monitored and reported to the Client. However, the reimbursement period of such refunds should not exceed one invoice cycle (one calendar month).

Service Standards

The Agency shall provide professional, polite, responsive and efficient service at all times to fulfill the Client's requirements. As a service objective, telephone calls and emails should be answered promptly.

Supplier Relations

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

Private Travel

1. The Agency shall provide the Client's staff with any information on local and international travel, including lodging, resorts and clubs for holidays and other private travel, with all related services. Its personnel shall be trained to handle such private travel arrangements. However, the Agency shall always give priority to handling official travel over any private travel.
2. The Client does not guarantee the Agency any minimum level of private travel, or exclusivity in handling such private travel. In addition, the Client shall not be liable for any financial or non-financial obligations arising from staff or delegate personal travel.

Performance Evaluation and Review

1. The Agency shall meet periodically with the Client to discuss issues of mutual concern, to review the Agency's performance and to discuss improvements which the Agency or the Client should make in order to achieve more effective travel management and greater savings.
2. The Agency shall make the Client aware immediately of major industry changes, which have a broad impact on its travel policy or procedures.
3. The Client reserves the right to conduct unannounced performance audit at any given time. The Agency shall provide all required assistance to this end.

Quality Control

1. The Agency shall establish and operate to monitor on a regular and continual basis the quality of travel services provided to the Client. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the Client. The Client shall be notified of any deficiencies found and corrective actions taken; such actions shall be included in the Agency's narrative report required under Section "Service Standards" above.
2. The Agency shall ensure that the personnel assigned to handle the Client's travel arrangements shall have a strong ticketing and fare construction experience and shall constantly be trained to be kept up to date.

Personnel Requirements

1. The Agency shall assign adequate personnel to satisfactorily service the volume of work and to fulfill its obligations under the Contract with the Client. In general, the Agency shall assign the relevant personnel according to their technical know-how and reliability.
2. The Agency shall assign a senior representative experienced in providing corporate travel services to oversee the travel management services provided to the Client and to ensure full compliance with all requirements of the Contract.

Duration

1. The Contract shall be valid for Three (3) years.
2. Notwithstanding the proceeding the above paragraph, the Client reserves the right to terminate the contract at any time as indicated on the General Conditions of Contract attached herein.

Reporting Requirements

1. The Agency shall provide the following standard reports to The Client:
 - a. Transactions per month containing names, sectors, date of issuance, class of travel, airline, and ticket amount of all tickets issued for The Client
 - b. Transaction per specific mission batch request containing names, sectors, date of issuance, class of travel, airline, and ticket amount
 - c. Usage status of ticket issued for The Client containing names, sectors, date of issuance, class of travel, airline, coupon status, and ticket amount
 - d. Monthly reports of outstanding refunds for The Client containing names, sectors, date of issuance, class of travel, airline, and refundable amount
2. In addition to the reports above, The Agency may be required to submit reports emphasizing aspect of travel components including but not limited to the following:
 - a. Class of travel
 - b. Specific origin/destination
 - c. Specific passengers
 - d. Specific dates
 - e. Specific airlines

The Agency will be expected to store information regarding the transactions of the Client in a manner that aids easy retrieval of customized reports upon request.

Technical Proposal

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| <p>1. Please provide a copy of the registration documents of your company</p> | |
| <p>2. Please list the industry awards your agency has received (year, name, purpose of the award)</p> | |
| <p>3. Please explain the key performance indicators you use to manage similar contracts</p> | |
| <p>4. Please provide audited financial statements for the last 3 fiscal years</p> | |
| <p>5. Please provide a full organizational chart</p> | |
| <p>6. Please provide a listing of your workforce showing qualifications, experience in the industry, length of service with the agency, and gender.</p> | |
| <p>7. Please provide a listing of your top 5 clients in the last five years (name, turnover, major types of services rendered.)</p> | |
| <p>8. Please provide a statement on your present technological capabilities as well as your plans in this regard.</p> | |
| <p>9. Please provide a listing of your top 3 clients with whom you have an established contract. Please explain how long you have been working with them and what type of contract you have with them (commissions, management fee, transaction fee, Etc.). What is the transaction volume with each of the client? Please provide a sample copy of Service Level Agreement with any of your top 5 clients clearly indicating any proposed penalties for not meeting agreed service level targets.</p> | |

Section 5. Terms of Reference

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| 10. Please provide a statement of relevant experiences to the type of contractual arrangement you are bidding for. | |
| 11. Please provide information on your association with any other travel agencies/representatives. | |
| 12. Would you envisage that any portion of this contract would be sub-contracted? What portion and why? | |
| 13. Does your company have any pending or threatened litigation? If so please describe it. | |
| 14. Please briefly explain if you are willing to provide the services listed in the “requirements” section of this RFP. Please briefly explain how you would provide those services (e.g., What standards would you be using? What procedures would you be following?) | |
| 15. List the top six airlines you do most business with and the top four destinations you serve on those airlines. Please explain the factors that lead you to do this level of business with those airlines. | |
| 16. Do you have an Account Manager for your existing contracts? If so, briefly describe the role, relationship and reporting structure of the Account Manager as it pertains to this account. | |
| 17. Briefly explain how you differentiate yourselves from your competition. | |
| 18. Do you have any clients you are currently serving via on-line products? Please indicate | |

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| if these products are internally developed, airline developed or third party developed. | |
| 22. Please detail how your organization manages unused and non-refundable tickets. How do you help the client keep a record of such tickets? | |

FINANCIAL PROPOSAL

The African Court on Human and Peoples' Rights and The African Union Advisory Board Against Corruption will only accept transaction fee system (fee per ticket). Please quote for the following options:

1. Transaction fee

- A. for Business Class tickets
- B. for Economy class tickets

2. Please include a list of other peripheral services and your proposed prices.

NB: All prices quoted should be exclusive of VAT.

Please also clearly indicate how you would treat any commissions received from the airlines when operating either under the management fee or transaction fee option. Also list all services that you are willing to provide to the client free of charge.