

**African Union**

**Standard Bidding Documents**

**REQUEST FOR PROPOSALS**

**BY THE**

**AFRICAN UNION COMMISSION**

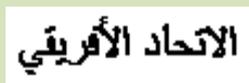
**FOR**

**THE OPERATION OF DOT AFRICA**

**Procurement No: 30/IED/11**

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*Reference:* **PTSD/PRO/HU/3/ /06.11**

*Date :* **28 June 2011**

### **Letter of Invitation**

**Dear Prospective Bidder,**

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

In its Olivier Tambo Declaration adopted at the extraordinary Conference of the Commission held in Johannesburg, South Africa, 2-5 November 2009, the African Union Ministers in charge of Communication and Information Technologies (CITMC) acknowledge the necessity to "*Establish DotAfrica as a continental Top-Level Domain for use by organizations, businesses and individuals with guidance from African Internet agencies*"

And in their Abuja 2010 Declaration adopted at their Third Ordinary Conference (CITMC-3) held in Abuja, Nigeria, from 6 – 7 August 2010, the Ministers requested the African Union Commission (AUC) to '*Set up the structure and modalities for the Implementation of the DotAfrica project.*'

Consequently, the African Union Commission now invites proposals from competent consortium African or African and International partners to provide **Services for the Operations of the Dotalfrica, Procurement Number 30/IED/11.**

This Request for Proposal aims at selecting the best entity based on management and business case proposal, including revenue generation, re-investment into the African continent, and sustainability mechanism to partner with the Africa Union commission in a view to present a technically and economically sound proposal which meets the requirements of the Applicant Guidebook of the coming launch of the ICANN's new round of gTLDs.

**More details on the services are provided in the attached Terms of Reference.**

4. A firm will be selected under **Quality Based Selection Method** and procedures described in this RFP.

5. The RFP includes the following documents:

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

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

Yours sincerely,

**Christine Mwakabungu (Mrs.)**  
Ag. Head of Procurement and Travel Unit

## Section 2 Information to Bidders

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
  - 1.2 The bidders are invited to submit a Technical Proposal and a financial proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
  - 1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of bidder under each phase must be to the Client's satisfaction before work begins on the next phase.
  - 1.4 The Bidders must familiarise themselves with local (African) conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, Bidders are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending any specified pre-proposal conference is optional. Bidders representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on any pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
  - 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining requirements **needed** to carry out the services, and make available relevant project data and reports.
  - 1.6 Note that: (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
  - 1.7 African Union policy requires Bidders to provide professional, objective, and impartial advice, and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Client.
    - 1.7.1 Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:

## Section 2. Information to Consultants

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- (a) Conflict between contracting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's contracting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).
- (b) Conflict among contracting assignments: Neither Bidders (including their personnel and sub-Bidders) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidders.
- (c) Relationship with AUC staff: Bidders (including their personnel and sub-Bidders) that have a business or family relationship with a member of AUC staff (or of the Client staff, or of a beneficiary of the assignment) who are directly or indirectly involved in any part of:
  - (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract.

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

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

1.8 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/ Contractors/ observe the highest standard of

## Section 2. Information to Consultants

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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; 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,

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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.

collusive, coercive or obstructive practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

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

1.10

1.11 Bidders shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

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

2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile, or electronic mail to all invited Bidders and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

**3. Preparation of Proposal**

3.1 Bidders are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.

**Technical Proposal**

3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

- (i) If a Bidder considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other

## Section 2. Information to Consultants

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Bidders or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other Bidders invited for this assignment only with approval of the Client as indicated in the Data Sheet.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
  - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the Country specified for Performance of the Services.
  - (v) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
  - (vi) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 4:
- (i) A brief description of the firm's organisation and an outline of recent experience on assignments (Section 4B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the firm's involvement.
  - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 4C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 4D).
  - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4E).
  - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal

## Section 2. Information to Consultants

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(Section 4F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar-chart diagrams showing the time proposed for each professional staff team member (Sections 4E and 4G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

### **Financial Proposal**

3.6 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 5. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).

3.8 Bidders may express the price of their services in any freely convertible currency. The Bidders may not use more than three foreign currencies. The Client may require Bidders to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal submission form (Section 5A).

- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person signing the proposal.
- 4.2 An authorised representative of the firm initials all pages of the proposal. The representative's authorisation is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the Bidders shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal if required (see paragraph 1.2 in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Committee."
- 4.5 The completed Technical and Financial Proposals if required (see paragraph 1.2) must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Bid Opening Committee. The Financial Proposal shall remain sealed and retained securely until all submitted proposals are opened publicly.
- 4.7 The Firm may withdraw its Proposal after the Proposal's submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Proposals. The Firms' withdrawal notice shall be

prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the firm on the Proposal Submission Form.

## **5. Proposal Evaluation**

### **General**

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

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, Selection Based on Bidder's Qualifications, and Single-Source Selection, the highest ranked firm, or the firm selected on a single-source basis, is invited to negotiate a contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.

### **Public Opening and Evaluation of Financial Proposals: Ranking (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)**

- 5.5 After the evaluation of technical quality is completed, the Client shall notify those Bidders whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference,. The notification may be sent by registered letter, facsimile, or electronic mail.
- 5.6 The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded as the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

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

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

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

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

## 6. Negotiations

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

## Section 2. Information to Consultants

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- 6.3 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidders on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Bidders who did not pass the technical evaluation (paragraph 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

**APPENDIX  
TO  
INFORMATION TO BIDDERS**

**Financial Negotiations<sup>6</sup>**

**Breakdown of Remuneration Rates**

**1. Review of Remuneration Rates**

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of African Union funds and is expected to exercise prudence in the expenditure of these funds. The Client is therefore concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, expects to be able to review audited financial statements backing up the firm's remuneration rates. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that the proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

**(i) Salary**

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

**(ii) Bonus**

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Bidder's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

**(iii) Social Costs**

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter-alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

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<sup>6</sup> Used under Quality-Based Selection, Selection Based on Qualifications, and Single-Source Selection.

**(iv) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where  $w$  = weekends,  $ph$  = public holidays,  $v$  = vacation, and  $s$  = sick leave.

It is important to note that leave can be considered a social cost only if the Client is not directly charged for the leave taken.

**(v) Overheads**

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client will not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fees on the monthly payments charged for subcontracted staff.

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of equipment has to be procured. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

**(vii) Away from Headquarters Allowance or Premium**

Some Bidders pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. This allowance, where paid, shall cover home education, etc. and similar items shall not be considered as reimbursable costs.

**(viii) Subsistence Allowances**

Subsistence allowances are not included in the fee rates, but are paid separately and in the Currency of the Country specified for performance of the Services where

practical. No additional subsistence is payable for dependents - the subsistence rate shall be the same for married and single team members.

UN standard rates for the Country specified for the performance of the Services may be used as reference to determine subsistence allowances.

## **2. Reimbursable**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilisation and demobilisation, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

## **3. Bank Guarantee**

- 3.1 Payments to the firm, including payment of any advance payment covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

### Section 3 - Data Sheet

ITC Clause Reference	Description
ITC Clause 1.1	<p>The name of the Client is:  <b>African Union Commission;</b>  <b>Represented by</b>  <b>The Director Infrastructure and Energy Department</b></p> <p>The method of selection is: <b>Quality Based Selection Method</b></p>
ITC Clause 1.2	<p><b>Technical Proposals are required in separate sealed envelopes in addition to an electronic copy on CD</b></p> <p>The Name, and Procurement Number of the assignment are:  <b>Services for the Operation of the Dofafrica,</b>  <b>Procurement Number 30/IED/11</b></p>
ITC Clause 1.5	<p>The Client will provide the following inputs:  <b>All available documents, information, required support related to the assignment</b></p>
ITC Clause 2.1	<p>Clarifications may be requested up to 10 days before the submission date.</p> <p>The address for requesting clarifications:  <b>M. Moctar YEDALY,</b>  <b>Head of Information Society Division</b>  <b>Department of Infrastructures and Energy,</b>  <b>African Union Commission</b>  <b>Tel: +251-11-4665058; Fax: 11-552 5855/+251-11-4665081</b>  <b>E-mail: <a href="mailto:yedalym@africa-union.org">yedalym@africa-union.org</a></b></p>
ITC Clause 3.1	Proposals should be submitted in <b>English or French language.</b>
ITC Clause 3.3(iv)	The minimum required experience of proposed professional staff is: <b><i>Relevant Educational and Professional qualifications</i></b>
ITC Clause 3.3(vi)	Reports that are required under the assignment shall be submitted in <b>English OR French Language.</b>
ITC Clause 3.4(viii)	Additional information required in the Technical Proposal is: <b>None</b>
ITC Clause 3.10	Proposals must remain valid for <b>60 days</b> after the submission date.
ITC Clause 4.3	Bidders must submit <b>one original and four (4) certified copies</b> of the Technical proposals in separate envelopes in addition to soft copy burn on a CD. In case of any disparity between the hard and the soft copy, the hard copy shall prevail.
ITC Clause 4.4	The address for submission of proposals is: <b>The Chairperson, Tender Board</b>

	<p><b>African Union Commission, P. O. Box 3243, Addis Ababa, Ethiopia 3<sup>rd</sup> Floor, Building C, Telephone+251 (0)11-551 7700 Facsimile+251 (0)11-551 0430</b></p> <p>Information on the outer envelope should also include: on the top left side, boldly written; Submission of Proposal for the <b>Services for the Operation of the Dotafrica, Procurement Number 30/IED/11.</b></p> <p>In the middle of the envelope should be the address. At the bottom right corner; write “Do not open, except in the presence of Evaluation Committee”</p>
ITC Clause 4.5	<p>Proposals must be submitted no later than: <b>1500 hours on Friday, December 8, 2011 Late bid would be rejected.</b></p>
ITC Clause 5.1	<p>The addresses for communications to the Client is: <b>Hussain Usman, Procurement Unit, African Union Commission, 3<sup>rd</sup> Floor, Building C, Addis Ababa, Ethiopia. e-mail: <a href="mailto:hussainu@africa-union.org">hussainu@africa-union.org</a> Tel: +251 11 551 7700 ext. 4321</b></p>
ITC Clause 5.3	<p>The number of points to be given under each of the technical evaluation criteria are:</p> <p>The points given to evaluation criteria are:</p> <ul style="list-style-type: none"> <li>✓ 20% Experience of institution in the management of similar projects.</li> <li>✓ 20% Quality of proposal in addressing the technical requirements to operate the dotafrica registry.</li> <li>✓ 20% Quality of solution proposed for management, business case including revenue generation, re-investment into the African continent, sustainability mechanism.</li> <li>✓ 20% Quality of financial Soundness of the Applying Entity</li> <li>✓ 10% Representation of African ccTLDs in the Consortium from the 5 African Union Regions</li> <li>✓ 10% Quality of Strategic partnerships with renowned registries</li> </ul> <p>The minimum technical score required to pass is <b>75</b> points.</p>
ITC Clause 6.1	<p>Negotiations and further discussions with successful bidder, if required will be held at :</p> <p><b>The African Union Commission, P. O. Box 3243, Addis Ababa, Ethiopia Roosevelt Street, Old Airport 3<sup>rd</sup> Floor, Building C, Addis Ababa, Ethiopia</b></p>
ITC Clause 7.2	<p>The assignment is expected to commence not later than three (3) weeks after the dateline for the submission of proposals</p>

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

- 4A. Technical Proposal Submission Form.
- 4B. Firm's References.
- 4C. Comments and suggestions of Bidders on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 4D. Description of the methodology and work plan for performing the assignment.
- 4E. Team Composition and Task Assignments.
- 4F. Format of Curriculum Vitae (CV) for Proposed Professional Staff.
- 4G. Time Schedule for Professional Personnel.
- 4H. Activity (work) schedule.

**4A. TECHNICAL PROPOSAL SUBMISSION FORM**

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

We, the undersigned, offer to provide the services for {*Title of services to provide and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal,

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

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

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

We remain,

Yours sincerely,

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

**4B. FIRM'S REFERENCES**

**Relevant Services Carried Out in the Last Three 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 Bidders, If Any:		No. of Months of Professional Staff Provided by associated Bidders:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

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

**4C. COMMENTS AND SUGGESTIONS OF BIDDERS 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.

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

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

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff, if any</b>		
Name	Position	Task

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**Key Qualifications:**

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

\_\_\_\_\_

**Education:**

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

\_\_\_\_\_

**Languages:**

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

\_\_\_\_\_

**Employment Record:**

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

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**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*{Signature of staff member and authorized representative of the firm}* Day/Month/Year

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

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

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

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12			
																Subtotal (1)	
																	Subtotal (2)
																	Subtotal (3)
																	Subtotal (4)

Full-time: {key} Part-time: {key}

Reports Due: {key}

Activities Duration: {key}

Signature: \_\_\_\_\_

{ Authorised representative }

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

### 4H. ACTIVITY (WORK) SCHEDULE

#### A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment.]</i>												
	1st	2nd	3rd	4th	5th	6th	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 5 - Terms of Reference, Deliverables and Timeframe

### TERMS OF REFERENCE

#### I. Introduction

In their Olivier Tambo Declaration adopted at their extraordinary Conference held in Johannesburg, South Africa, 2-5 November 2009, the African Union Ministers in charge of Communication and Information Technologies (CITMC) acknowledge the necessity to *"Establish DotAfrica as a continental Top-Level Domain for use by organizations, businesses and individuals with guidance from African Internet agencies"*.

And in their Abuja 2010 Declaration adopted at their Third Ordinary Conference (CITMC-3) held in Abuja, Nigeria, from 6 – 7 August 2010, the Ministers requested the African Union Commission (AUC) to *"Set up the structure and modalities for the Implementation of the DotAfrica project."*

This request followed the Addis Ababa Declaration on Information Communication Technologies adopted by the Summit of the African Union Heads of State and Government held in Addis Ababa in January-February 2010 and the Executive Council Decision [EX.CL.559(XVI)] that directed the Commission to promote better utilization and management of critical internet resources.

DotAfrica and its related strings (.Africa, .Afrique, .Afrikia as well its representation in any other language) is that specific Internet namespace for Africa and which is likely to be endorsed for operation during the next round of new gTLDs which the Internet Corporation for Assigned Names and Numbers (ICANN) will be launching soon.

DotAfrica will be adding value to the namespace as a recognizable word which focuses on the African identity and is expected to capture the essence of the community served. Indeed, DotAfrica will serve a community which spans over a large geographical region, therefore providing registrants with accrued possibilities for establishing their Internet presence. It is expected that the Africa small and medium size enterprises will greatly benefit from DotAfrica, as they thrive beyond their local markets to invade the regional and continental marketplace.

As individuals, businesses, organizations as well as community groups use the DotAfrica name; they would be promoting a diverse and dynamic community within the DotAfrica namespace. The introduction of the DotAfrica will create an attractive regional home for the Pan-African Internet community; this will be the first sponsored registry to be operating from Africa and therefore serving the specific needs of its communities.

In view of the above, the AUC has adopted an open and transparent bidding process to allow qualified African firms, institutions or individuals to compete and offer the best value to Africa for these domain names. Given the importance of the DotAfrica domain to the flourishing of the African image and cultures on the one side, and the obvious interest shown by African governments, business and individuals as well, the AUC has established a taskforce to assist in retaining the best procedures and entities for the setting up of the DotAfrica registry.

## **II. Scope of Services**

This Request for proposal aims at selecting the best entity to partner with the Africa Union commission in a view to present a technically and economically sound proposal which meets the requirements of the Applicant Guidebook of the coming launch of the ICANN's new round of gTLDs.

The DotAfrica registry operation shall be considered as a full outsourcing endeavor with the AUC. The winning entity will therefore work closely with the AUC to ensure that requested activities are well coordinated and communicated to the community. The entity will be responsible for improving awareness about the DotAfrica project while building confidence on related matters among Governments, Regulators and policy makers and more globally among the local community. The entity will work toward the submission of the bid to ICANN for the new gTLD DotAfrica along with building a sustainable business plan for the resulting organization. The entity shall comply with the ICANN Applicant Guidebook; it will thus, ensure availability of all financial requirements. Winning bidder shall primarily deal with registry operation and management, technicalities, outreach and marketing.

## **III. Expected Results**

- A fully fledged proposal which responds to the community needs of Africa on the one hand, and embed sound economic and technical details on operating a continental registry on the other hand.
- The proposal will evolve into an AUC endorsed document to serve as a bidding document in the course of the next round of GTLDs to be launched by ICANN as of 12 January 2012. The proposal shall be in conformity with the newly published applicant guidebook of the ICANN.
- A Contract Agreement between the AUC and the winning bidder to operate the DotAfrica Registry will be signed.

## **IV. Eligibility**

Eligible bidders should be:

- i. Consortium of African Country Codes Top Level Domains (ccTLDs), Registrars, Businesses, Community Organizations or
- ii. Consortium of African ccTLDs and International Registrars, Businesses, Community Organizations

Eligible Bidders should also demonstrate the follow::

- Technical capability for operating an Internet registry;
- Sound economic and financial health certified by audited documentation;
- Comprehension of the stakes related to the dotAfrica strings and dotAfrica in general;
- Experience and commitment for developing a capacity building programme for the benefit of the African community;
- Business plan for at least three years of operation of the registry
- Socio-economic gains of such a registry for Africa
- Involvement in the consortium of any major African actor in the field of Internet such as NGOs, Civil Society

## **Added Advantages**

- Representation of African ccTLDs in the Consortium from at least 3 different African Union Regions

**V. Selection, Application submission process**

Interested entities must submit the following documentation / information to demonstrate their qualifications;

- Act of company
- List and details of existing and projected partners
- The proof of involvement /partnership with at least three African ccTLD from different regions
- Key project managers and their personal Cvs
- Key references (Proven track record in registry operations)
- Application documentation with their proposal and best offer for operating the dotafrica registry on behalf of the AUC and the African community at large

**VI. Roles and responsibilities**

The winning bidder should bear in mind that:

- This is a geographical TLD which should be run on behalf of the community;
- Part of the profit generated should be re-invested through a grant program managed under the mandate of AU (Bidders will propose the mechanism for re-investment- such mechanism could be the Dotafrica foundation or trust fund);
- Bidders should propose the Policy Development Process (PDP);
- All the information disclosed in the client proposal becomes the property of AUC.
- The AUC bids and tendering rules are considered as the applicable Law governing all the bidding operation.

Primary duties and responsibilities of the potential winner will be to:

- Operate a first class quality registry
- Make policy for name space (governance)
- Relate with existing core African Internet institutions Aftld, Afrnic, Afrnog and others in a view to enhance internetworking capabilities on the continent;
- Work closely with the AUC to define and implement Business plan/Model.
- Facilitate global outreach about .africa initiative.
- Clearly communicate DotAfrica and collect feedback from the community (Private, Civil and Government) on the initiative.
- Proactively develop and implement programs, project and products that will encourage DotAfrica domain usage within the Africa region.
- Conduct Field research on challenges, good practices and success stories related to regional gTLD domain management. Communicate the outcome of these researches to the steering committee.
- Promote DotAfrica Initiative in the region and worldwide.
- Identify partners and lead collaboration effort with relevant organization to strengthen the initiative.
- Represent DotAfrica on appropriate forum.

Additional Duties

- Collaborate with the Internet community on the project.
- Lead the effort to create an active domain name community in Africa
- Perform other related duties as required and assigned by the AUC

**VII. Schedule**

Deadline for submission of proposals is **15000hours, Friday, 8<sup>th</sup> December 2011**.  
Winner will be notified by 15<sup>th</sup> December 2011

Prospective bidders could be requested to meet the AUC and the taskforce, at their own costs. The final winner will form a partnership with the AUC and this will be materialized by co, to form part of the bid for the ICANN accreditation.

**VIII. Data Sheet to be used for developing the proposal**

- a) The Name and Client of the project
  - i. The name of the project is: Dotafrica gTLD and its related strings
  - ii. The name of the Client is: The African Union Commission
- b) The description and the objectives of the project are:
  - i. To manage the DotAfrica gTLD and its related strings.
  - ii. To propose an appropriate model for the management of the Dotafrica gTLD and its related strings that is all inclusive and reflective of the diverse multi-stakeholder interests in the continent.
  - iii. To develop a business plan and case that is profitable and self-sustaining of the gTLD.
  - iv. In collaboration with the AUC, create an operating board to oversee the Dotafrica.
  - v. In collaboration with the AUC, propose and establish a DotAfrica project team.
  - vi. In collaboration with the AUC, propose and develop plans for Dotafrica implementation (plans should include financial, communication, partnerships, relationship with the AUC and other government institutions, marketing, visibility, outreach and other relevant aspects that makes the Dotafrica profitable and self-sustainable.
  - vii. To indicate a structure for policy adoption and development that supports the management, in an inclusive fashion, of the gTLD.
  - viii. To propose a process/structure through which revenue generated will be used to support the development of the African technical community/society.
  - ix. The client shall provide the following inputs: All available documents and data on the project.
- c) Communication and Enquiry

Additional information could be obtained from  
**Hussain Usman, Procurement Unit,**  
Email: [hussainu@africa-union.org](mailto:hussainu@africa-union.org)

Or

**M. Moctar Yedaly,**  
**Head of Information Society Division**  
E-mail: [yedalym@africa-union.org](mailto:yedalym@africa-union.org)