INVITATION TO TENDER

CONTRACT FOR THE RECRUITMENT OF CONSULTANTS IN THE FIELD OF HUMAN RESOURCES AND CORPORATE ORGANISATION FOR THE ACP SECRETARIAT

REFERENCE: ACP 4/1/15(3) 14

Your firm is invited to participate in a tender for a Service Contract regarding the subject outlined above. We herewith enclose documentation laying out the scope of the assignment:

A. Instructions to Tenderer

B. Draft Service Contract Agreement and Conditions with Annexes:
   • Terms of References
   • Key Technical Expert (CV to be submitted by the Tenderer)
   • Budget Breakdown (To be submitted by the Tenderer as the Financial offer)
   • Forms – (i) Declaration form (ii) Financial Identification Form
     (iii) Legal Identification Form

We look forward to receiving your tender before the deadline specified in point 6 of this Instructions to Tenderers at the address specified in the same point.

Brussels, 22 September 2014
INSTRUCTIONS TO TENDERERS

Services to be provided

1. The subject of the contract is the establishment of the relevance and effectiveness of existing posts and the extent to which current performance is effective in relation to stated goals and objectives of Department or units in which they are located.

The service provided must comply with the Terms of Reference set out in the Tender Dossier.

Participation in tendering is open on equal terms to natural and legal persons from ACP States and Member States of the European Union.

2. Timetable

(a) No site visit is foreseen

(b) Deadline for request for any clarifications from the Contracting Authority – Wednesday, 1st October 2014

(c) Last date for providing clarifications – Friday, 3 October 2014

(d) Deadline for submission of tenders – Friday, 10 October 2014

(e) Notification of result to Tenderers – As soon as possible after the evaluation of offers.

(The entities may be invited to provide additional submissions)

3. Content of Submissions

The offers, all correspondence and documents related to the submission, exchanged by the Tenderer and the Contracting Authority must be written in English.

Supporting documents and printed literature furnished by the Tenderer may be provided in either English or French.

The tender must comprise of a Technical offer and a Financial offer and these must be submitted in separate envelopes (See paragraph 6)

Each Technical offer and Financial offer must contain one original, clearly marked “Original”, and 3 copies, each marked “Copy”.

3.1 Technical offer

The Technical offer must include the following documents:

- Organisation and Methodology including strategy, project plan and time table of work;
- The technical offer should be presented as the contractor’s technical offer completed with details.

3.2 Financial offer

The Financial offer must be presented in Euro providing a detailed budget breakdown.
3.3 Documentation
To be supplied following templates in Annex B:

• The Tenderer’s Declaration

• The Financial Identification form - The details of the bank account into which payments should be made.

• The Legal Entity form and relevant supporting documents

Others - To be supplied on free formats:

• Legal proof that the person who signs on behalf of the Tenderer, if it is a company, is duly authorised to do so;

• Curriculum vitae of key technical expert;

• A USB key containing the electronic version of the tender offer must be included in the same envelope as the tender. In the event of disparity between the electronic and paper versions, the paper version will be deemed to be the valid version.

4. Period during which tenders are binding
Tenderer’s submissions will be binding to them for 90 calendar days after the deadline for the submission of tenders.

5. Additional information before the deadline for submission of tenders
Tenderers may submit questions by e-mail to the following addresses: ivy.chaza@acp.int and traore@acp.int, copy: pat@acp.int, until close of business on Wednesday, 1st October 2014, specifying the tenders’ reference in the subject line.

Clarifications will be communicated by email no later than Friday, 3 October 2014.

6. Submission of Tenders
The deadline for submission of Tenders is 17h00, Brussels Time on Friday, 10th October 2014 and must be submitted exclusively to the Contracting Authority as follows:

• either by registered mail to:

  Registry Office
  ACP Secretariat, Avenue Georges Henri 451
  1200 Brussels, Belgium

• OR hand delivered (including courier services) directly to the Contracting Authority in return for a signed and dated receipt to the above address.

• Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words - "Envelope A - Technical offer" and the other "Envelope B - Financial offer".

All parts of the tenders other than the financial offer must be submitted in Envelope A (i.e., including the forms, and declaration).
• Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.

Tenders submitted by any other means will not be considered.

All tenders must be submitted with the attached (1) legal and (2) financial identification form, duly completed.

Furthermore, proof documents regarding the key technical expert (copy of the diplomas mentioned in their CVs, a copy of the employer's certificates or references proving their professional experience indicated in their CV) must also be submitted.

The envelope should contain the following information:
  a) the address for submission of tenders indicated above;
  b) specifying the reference and the contract title of the tender;
  c) the words "Not to be opened before the opening session" should be written on the envelope.

7. Costs for preparing tenders

All costs incurred during the tender preparation and submission process are for the account of the Tenderer.

8. Ownership of Tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, Tenderers have no right to have their tenders returned to them.

9. Evaluation of tenders

9.1 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting decided by the Contracting Authority. The award criteria will be examined in accordance with the requirements as indicated in the Specification.

9.2 Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation will be opened.

9.3 Choice of selected Tenderer

The best value for money is established by weighing technical quality against price. The Contracting Authority shall compare the economic and technical quality tenders.

The award shall be in compliance with sound financial management, that is, the selected offer shall respect the principles of economy, efficiency and effectiveness (for example, the price proposed by the Tenderer to whom the contract is to be awarded shall be objectively proportionate with regard to the price of the market).

9.4 Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Authority's legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records, in particular, are for official use only and shall not be communicated neither to the Tenderer nor to any party other than the Contracting Authority and the External Auditors of the ACP Secretariat.
10. Ethics clauses / Corruptive practices

a) Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.

b) The Tenderer must not be affected by any conflict of interest and shall have no equivalent relation in that respect with other Tenderers or parties involved in the assignment.

c) The ACP organs reserves the right to suspend or cancel financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the Tenderer fails to take all appropriate measures to remedy the situation. For the purposes of this provision, “corrupt practices” are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.

11. Notification of award

The successful Tenderer will be informed in writing that its tender has been accepted. If the successful Tenderer is found to have provided false information, the award will be considered null and void.

The successful Tenderer must provide copies of original registration documents required under the law of the country in which the company is established, certified by a Commissioner of Oaths or Notary Public.

12. Signature of the contract

Within 5 working days of receipt of the contract already signed by the Contracting Authority, the selected Tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected Tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another Tenderer or cancel the tender procedure.

The other Tenderers will be informed in writing that their tenders were not accepted.

Please note that the launching of a tender does not commit the Contracting Authority to implement the programme or project announced. In no event shall the Contracting Authority be liable for any damages whatsoever and without limitation, connected with the cancellation of this tender procedure.
TERMS OF REFERENCE FOR THE RECRUITMENT OF A HUMAN RESOURCES AND CORPORATE ORGANISATION CONSULTANT

A. Context:

1. Article 1 of the Georgetown Agreement stipulates that, "There is hereby established the African, Caribbean and Pacific Group of States, designated "the ACP Group". In order to meet the objectives of the ACP Group as defined in Article 2 of the Agreement in question, namely, the eradication of poverty, sustainable development and the smooth and gradual integration of ACP States into the world economy, an organisational structure were also established. This includes decision-making organs, as well as the executing bodies, including the Secretariat.

2. The functions of the Secretariat and the powers and tasks attributed to the Secretary-General are outlined in Articles 23, 24 and 25 of the Georgetown Agreement, respectively.

3. Paragraph 6 of Article 25 of the Georgetown Agreement states: "The Secretary-General shall recruit staff, in accordance with the staff regulations of the ACP Secretariat, on the basis of merit, qualifications, professional competence and integrity. In addition, the staff complement shall, to the fullest extent possible, reflect an equitable and balanced representation of the Member States of the ACP [Group]."

4. Aware that the proper functioning of the organs are contingent on the constant provision of resources to cover operational, structural and investment expenditure which is steadily increasing,

5. Acknowledging the importance of performance-based strategic management in order to establish appropriate budgets,

6. Acknowledging also the need to possess a suitable Secretariat operating with optimum efficiency and effectiveness in conformity with the aims envisaged for a transformed ACP Group,
7. The Council of Ministers, by Decision No.6/XCVIII/13 of 11 December 2013, at its 98th session, mandated the ACP Committee of Ambassadors to commission an audit of all the posts at the ACP Secretariat and to report to the next Council session.

B. General Objectives:

8. The study should establish the relevance and effectiveness of existing posts and the extent to which current performance is effective in relation to stated goals and objectives of Department or units in which they are located.

C. Specific Objectives:

9. The decision-making organs' concern for efficiency stems from their desire to accomplish as much as possible with limited resources.

To demonstrate this, the study must provide the appropriate responses to important questions:

- Does the overall organisation (organisational chart) of the ACP Secretariat correspond to the Secretariat's duties as outlined in Article 23?

- Are profiles for existing posts clearly defined, in accordance with ergonomic requirements?

- Do the job holders' profiles match the previously defined posts?

- What measures are taken by Management to ensure that posts effectively accomplish the tasks for which they were created and meet the desired objectives?

- To what extend does the managerial systems and processes lend themselves to the objective assessment of the contribution of posts through periodic assessments and the drafting of annual work programmes?

Etc.
D. **Work to be done:**

10. To attain the objectives, both general and specific, the study will focus on:

   - Having a general awareness of the ACP Secretariat itself, how it is organised and how it works;

   - An awareness of the texts governing its organisational structure, and its functioning, notably the Staff Regulations and the Financial Regulations;

   - An awareness of the conclusions of all previous studies undertaken by auditors and consultants, including the programme performance management (PPM);

   - An assessment of the job profiles (basic skills, additional skills, valuing acquired skills and experience gained by job holders, language skills);

   - An evaluation of the management process (establishment and coordination of work plans per post, the management of activities per post and per Department and for the Secretariat as a whole, etc.);

   - An assessment of the activity reports in relation to work programmes and their coordination both at the level of the respective Departments and Management;

   - An analysis and assessment of whether activities genuinely contribute to the implementation of programmes at the level of the Departments, using the double criteria of effectiveness and efficiency;

   - An examination and assessment of the process for setting the annual objectives for the work programmes validated by Management and the activity reports for supervisory posts and assessment of the activity of operational posts;

   - An examination and assessment of the control process of the decision-making organs, notably the Committee of Ambassadors, from the preparation to the implementation of the budget, in accordance with the budgetary stance adopted by Management via the decision-making organs;

   - An examination and assessment of the activity reports for supervisory posts submitted to Management and sent to the decision-making organs, notably the Committee of Ambassadors, for information.
E. **Expected outcome**

11. When the work is completed, the study must make an objective and comprehensive diagnosis, as well as recommendations on:

1. the relevance of existing posts, their profiles with respect to the mission and the objectives set out in the Georgetown Agreement.

2. the effectiveness of posts with respect to the work programmes derived from the operational objectives validated by Management.

3. The efficiency i.e. the benefits rendered by the posts relative to the costs incurred for the posts.

F. **Required Experience and Qualifications**

*Experience*

12. To conduct the study, the Secretariat may procure the services of any moral or physical person with the following skills and experience:

- An executive or member of a consulting firm that has conducted audits in the field of the corporate organisation and allocation of posts and skills with regard to the mission and objectives of an organisation (provide proof to this effect);

- 15 years experience in the given field.

G. **Qualifications**

13. Executive or member of a team holding a Diploma in Advanced Business Studies, with specialisation in "Corporate Organisation" or Human Resources.
H. **Timeline and Reports**

14. The results of the work are expected within 45 man days and the final report is to be submitted by end-November 2014. This will give rise to two reports in French and in English, in a single original hard copy together with an electronic copy on a USB key: a draft report and a final report.
As 28 November 2014 has been set as the date for submission, the consultant must indicate the number of man-days needed to meet the deadline, not exceeding 3 days beyond that date.

15. The draft report shall be submitted to the ACP Secretariat for observation, fifteen (15) days after the work has started.
After the Secretariat has received the report, the Establishment and Finance Subcommittee and the Working Group on the Future Perspectives of the ACP Group will have five (5) days to make their observations.

16. The final report is expected seven (7) days after the comments and observations have been forwarded to the consultant. It will be presented by the consultant to the Establishment and Finance Subcommittee and to the Working Group on the Future Perspectives of the ACP Group. The date of the presentation will be set following consultations between the Secretariat and the consultant.

I. **Presentation and supervision of work**

17. The work will be carried out under the technical supervision of the Internal Auditor and jointly monitored by the Establishment and Finance Subcommittee and the Working Group on the Future Perspectives of the ACP Group.

J. **Commencement of work**

18. Work shall begin one week after the contract has been signed.
DECISION No.6/XCVIII/13
OF THE 98TH SESSION OF THE ACP COUNCIL OF MINISTERS
HELD IN BRUSSELS, BELGIUM, FROM 10TH TO 11TH DECEMBER 2013

DESK AUDIT OF THE ACP SECRETARIAT POSTS

The ACP Council of Ministers,
- Meeting in Brussels, Belgium from 10th to 11th December 2013;

RECOGNISING the importance of strategic performance based management in the determination of optimal budgets;

AND FURTHER RECOGNISING the need to ensure optimum efficiency and effectiveness of an appropriate Secretariat in keeping with goals of a transformed ACP Group;

HEREBY DECIDES TO mandate the Committee of Ambassadors to commission a desk audit of all the ACP Secretariat posts and report to the next session of the ACP Council of Ministers.

Done in Brussels on 11 December 2013

Hon. Dr Tua'epa Fatiafoa Lutesolii'al Sialele MallelaetGI
Prime Minister and Minister of Foreign Affairs and Trade of the Independent State of Samoa
President of the ACP Council of Ministers

ACP/25/020/13
[Final version] ENG
ORGANISATION AND METHODOLOGY

(To be submitted as the Technical Offer)
KEY TECHNICAL EXPERT – CV

(Attached with copy of diplomas mentioned in CV employer’s certificates or references proving professional experience)
PRICE AND COST BREAKDOWN

(To be submitted as the Financial Offer)
TENDERER'S DECLARATION FORM

TO BE SUBMITTED ON THE HEADED NOTEPAPER OF THE LEGAL ENTITY CONCERNED

<Date>

<Name and address of the Contracting Authority - see point 1.1 of the Instruction to tenderers >

Your ref: < Tender reference >

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender < on an individual basis * / as member of the consortium led by < name of the leader / ourselves > * for this contract;.
- do not fall in the situations excluding tenderers from participating in ACP Secretariat contracts which are listed below¹ and which will exclude us from participation in the procurement procedures:

  a) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

  b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws or regulations;

  c) have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);

  d) have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

  e) have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;

  f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country of the contracting authority; in accordance with the legal provisions of the country of the contracting authority) are guilty of serious misrepresentation in supplying or failing to supply the information that may be required under this Tender.

Signature and date

¹ The contracting authority requires of the service provider proof that none of the cases quoted in (a), (b), (c), (e), or (f) applies to him, it shall accept as sufficient evidence:
- for (a), (b) or (c), the production of an extract from the ‘judicial record’ or, failing this, of an equivalent document issued by a competent judicial or administrative authority in the country of origin or in the country whence that person comes showing that these requirements have been met,
- for (e) or (f), a certificate issued by the competent authority in the Member State concerned.
FINANCIAL IDENTIFICATION
ACCOUNT NAME (3)

ACCOUNT NAME (1):
ADDRESS:
TOWN / CITY:          POSTCODE:
COUNTRY:

(1) The name or title under which the account has been opened and not the name of the authorised agent.

CONTACT:
TELEPHONE:          FAX:
E-MAIL:

BANK

BANK NAME:
BRANCH ADDRESS:
TOWN / CITY:          POSTCODE:
COUNTRY:
ACCOUNT NUMBER:
IBAN (2):

(2) If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated.

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE:  DATE + SIGNATURE OF ACCOUNT HOLDER:
(Not Obligatory) (3)          (Obligatory)

(3) It is preferred that you attach a copy of your recent bank statement which must provide all the information listed above under ‘ACCOUNT NAME’ and ‘BANK’. In this case, the stamp of the bank and the signature of the bank’s representative are not required, however, the signature of the account-holder is obligatory.
LEGAL ENTITIES

NAME:
FIRST NAME:
NAME 2:
NAME 3:

OFFICIAL ADDRESS:

(Official Address is your Permanent address; generally the one which is registered on your identity card)

POSTCODE: P.O. BOX
TOWN CITY:
COUNTRY:

**VAT NR:

IDENTITY CARD NUMBER □
OR
PASSPORT NUMBER □

DATE OF BIRTH: DD - MM - YYYY PLACE OF BIRTH:
COUNTRY OF BIRTH:

PHONE: FAX:
E-MAIL:

This “Legal Entity” Sheet must be completed and signed, and submitted together with a legible photocopy of the identity card or passport.

** If this field is filled in, please attach an official ‘VAT’ document.

DATE AND SIGNATURE: