INVITATION TO TENDER

Contract for the Technical Assistance for the Development of a Risk Management Chart and Comprehensive Prevention and Mitigation of the Risks for the ACP Secretariat

REFERENCE (4/1/15(2)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, 12 September 2014
INSTRUCTIONS TO TENDERERS

Annex A

Services to be provided

1. The subject of the contract is the assessment of risks in the organisation and the proposal of mitigating actions and procedures that should be put in place at the ACP Secretariat. (Reference 4/1/15(2)14)

   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 – Friday, 19 September 2014
   (c) Last date for providing clarifications – Wednesday, 24 September 2014
   (d) Deadline for submission of tenders – Monday, 29th September 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 rationale, strategy, project plan and time table of work;
   - The technical offer should be presented as the Service Provider’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 CD-ROM 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, kautoke@acp.int, copy: pat@acp.int): until close of business on Friday, 19 September 2014, specifying the tenders’ reference in the subject line.

Clarifications will be communicated by email no later than Wednesday, 24 September 2014

6. Submission of Tenders

The deadline for submission of Tenders is 17h00, Brussels time, on Monday, 29th September 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. Presentations
The selection process may include a request for presentations by Tenderers. The cost of participating in these presentations will be borne by the Tenderer. The Tenderer will be notified of the date and time of these presentations in advance.
12. Interviews
The selection process may include interviews of the key technical expert. This may be by telephone or by physical presence. The cost of participating in these presentations will be borne by the Tenderer. Tenderers will be notified of the date and time of these presentations in advance.

13. 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.

14. 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.
SPECIFIC TERMS OF REFERENCE

Technical Assistance for the Development of a Risk Management Chart and Comprehensive Prevention and Mitigation of the Risks for the ACP Secretariat
BACKGROUND INFORMATION

1.1 Beneficiary Institution

The Secretariat of the ACP Group of States, representing the ACP Group, based in Brussels, Belgium.

1.2 Contracting Authority

The ACP Secretariat

1.3 Relevant institutional background

1.3.1 The Secretariat of the ACP Group of States

The Secretariat of the ACP Group was created under the Georgetown Agreement signed on 6 June 1975. Article 23 of the revised Agreement states the role of the Secretariat as follows:

a) to carry out all tasks as may be assigned to it by the Summit of Heads of State and Government, the Council of Ministers, the Committee of Ambassadors and the ACP Parliamentary Assembly;

b) to contribute to the implementation of the decisions of these organs;

c) to monitor the implementation of the ACP-EC Partnership Agreement; and

d) to service the organs of the ACP Group and the joint institutions established under the ACP-EC Partnership Agreement.

Furthermore, Article 24 of the Georgetown Agreement states that the Secretary General shall ensure that good quality technical and administrative support and services are provided by the Secretariat to the members and organs of the ACP Group.

The Secretariat carries out the tasks assigned to it by the various organs of the Group through the implementation of their decisions and its own initiatives aimed at contributing to the harmonious realisation of the Group's tasks. Moreover, the Secretariat acts as co-Secretariat of the joint institutions, liaising between the two sides and participating in the preparation of joint technical documents and draft proposals.

The ACP Secretariat thus services all of these institutions by, inter alia, servicing meetings of ACP and ACP-EU organs, in areas ranging from simple organisation, protocol and logistics to providing specialized technical advice and documentation on issues such as trade, development, finance and political affairs to approximately 200 ACP meetings a year. All of these activities contribute to the attainment of the objectives of the Georgetown and Cotonou Agreements.

The ACP Secretariat, including its Geneva Antenna, is the only permanent executive organ of the ACP Group and has a long history of collaboration with the European Commission. It has been the technical arm in the negotiations leading to the conclusion of the Cotonou Agreement, and to the first phase of the EPA negotiations and shall play the coordinating role during the negotiations with ACP regions.

The growing importance of the World Trade Organisation and, in particular, the requirement that the new ACP-EU trading arrangements to be conducted under the Cotonou Agreement be WTO-compatible made an ACP Secretariat’s presence in Geneva essential. The Geneva Antenna’s role is to facilitate the coordination of the ACP Group in Geneva with various international organisations such as the WTO, IMF, World Bank, FAO, UNCTAD, ITU, UNDP and WHO, with a view of enhancing the visibility and role of the ACP Group on the international scene.
1.3.2 The other ACP Organs and the EU-ACP Joint Institutions

The ACP Organs

The Georgetown Agreement establishes the Council of ACP Ministers as one of the decision-making bodies of the ACP Group and provides that it "shall define the broad outlines of the work to be undertaken for the attainment of the objectives" of the Group. The Council meets twice a year in regular session and has established a number of Ministerial Committees and Consultations, dealing with specific subjects, i.e.: Development Finance Cooperation, Trade, Bananas, Sugar, which usually meet in conjunction with the Council.

The Georgetown Agreement provides that the ACP members of the ACP-EU Joint Parliamentary Assembly (JPA) act as an advisory body to the ACP Group. They meet twice a year. The Meeting of ACP members of the Joint Parliamentary Assembly is the organisation of ACP parliamentarians who are members of the ACP-EU Joint Parliamentary Assembly.

The Georgetown Agreement also establishes the Committee of Ambassadors as one of the decision-making bodies of the ACP Group. The Agreement specifies that the Committee of Ambassadors "shall assist the Council of Ministers in the performance of its functions and shall carry out any mandate entrusted to it by the Council of Ministers". The Committee of Ambassadors meets, on average, twice a month. It has set up 6 Subcommittees, on Trade and Commodity Protocols, Financing and Development, Establishment and Finance, Political, Cultural, Social and Humanitarian matters, Sustainable Development, Private Sector and Investment, which on average also meet twice a month as well as working groups for cotton, sugar, banana and rice.

Finally, the ACP Heads of State and Government have held regular meetings (4 times) since 1997 when they held their first Summit in Libreville.

The Joint Institutions

The Cotonou Agreement establishes the ACP-EC Council of Ministers as the principal decision-making body of the ACP-EC partnership which meets once a year.

The Agreement also creates the ACP-EC Development Finance Cooperation Committee and the Joint ACP-EC Ministerial Trade Committee. They usually meet twice a year and report to the Joint Council.

The ACP-EU Joint Parliamentary Assembly acts as a consultative body, under the Cotonou Agreement.

Furthermore, the Cotonou Agreement creates the ACP-EC Committee of Ambassadors in order to "assist the Council of Ministers in the fulfilment of its tasks and carry out any mandate entrusted to it by the Council", which usually meets once a year.

The ACP Secretariat acts, for these joint organs as co-Secretariat, liaising between the two sides and participating in the preparation of joint technical documents and draft proposals.

1.4 Current state of affairs in the relevant sector

1.4.1 Overall problems

A comprehensive risk assessment of the ACP Secretariat has not been prepared. Thought there are internal controls in place for many processes, it is important that a rigorous assessment of the risks be undertaken to ensure that the organisation is not overly exposed.

1.4.2 Underlying causes

In identifying the underlying causes of problems, it has been found that the ACP Secretariat, as an organisation in the pursuit of modernisation, still needs to strengthen its programming, management and organisational practices, with specific emphasis on risk management.
DESCRIPTION OF THE ASSIGNMENT

1.5 Objective

The objective of the service contract is the assessment of risks in the organisation and the proposal of mitigating actions and procedures that should be put in place.

1.6 Requested services

(a) Identify risks – this will include holding discussions with departmental heads and Experts to enquire about the risks that exist in their areas of work. In addition, officers from other departments in the Secretariat should be asked to identify any risks that they perceive in the operations in other departments of the ACP Secretariat;

(b) Risk analysis – assess if any controls exist for each of the identified risks. Indicate the probability that this risk would play out;

(c) Impact – determine the consequences and the impact that each risk would have on the organisation, if it came into play and assign a weight to it;

(d) Assign a risk measure – this is arrived at by multiplying (b) and (c) above; and

(e) Propose mitigating actions – for each risk, indicate actions that can be taken to pre-empt the risks from coming into play.

1.7 Report

Prepare and submit a written report and risk management chart in English to the Assistant Secretary General for Administration, Finance and Human Resources of the ACP Secretariat of the activities and outcomes of the work done in point 1.6 above.

The Consultant will work under the direct supervision of the Assistant Secretary General for Administration, Finance and Human Resources of the ACP Secretariat and will consult broadly with the members of staff and members of the Management Committee.

1.8 Assumptions underlying the project intervention

Contributions from a wide array of ACP Secretariat personnel are of vital importance. It is assumed, therefore, that all the persons that will be approached for information and will provide it to the Consultant as and when needed. It is also assumed that members of the Management Committee and the staff in general will be available to hold discussions with the Consultant.

EXPERT PROFILE

Qualifications and skills

The Consultant will have at least a Bachelor’s degree in business management, administration or related fields, complemented by proven extensive experience in risk management for large organisations.

He/she should be fluent in English, both oral and written, and at least orally in French.

He/she will have excellent communication and interpersonal skills to be able to interact with staff at all levels.

He/she will be able to work in a multicultural environment.

He/she will have good computer skills.

General professional experience

A minimum of 7 years relevant professional experience.
Specific professional experience

The Consultant will have extensive professional experience in risk assessment and mitigation in the civil service, in public institutions or in international organisations. Objective evidence of the acceptance and practical implementation of his/her work in the referenced organisations/institutions will be required.

LOCATION AND DURATION

1.9 Starting period

The assignment is due to start on 8th October 2014.

1.10 Duration

The duration of the assignment is 20 working days commencing on 8 October 2014 and ending on 4 November 2014.

1.11 Location

The project location is the Head Office of the ACP Secretariat in Brussels, at Avenue George Henri 451. Work may be carried out elsewhere only under explicit authorisation of the Assistant Secretary General of Administration, Finance and Human Resources of the ACP Secretariat. The Consultant will not be provided with ICT equipment.

REPORTING

The Consultant will provide a draft report as stipulated in 1.7 and present it to the Assistant Secretary General of Administration, Finance and Human Resources of the ACP Secretariat by 28 October 2014. The Consultant will be required to make a presentation of his report to the Management and Staff of the ACP Secretariat. Following the consideration of the draft a final report will be submitted to the Assistant Secretary General of Administration, Finance and Human Resources of the ACP Secretariat.
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 (c) or (f), a certificate issued by the competent authority in the Member State concerned.
# FINANCIAL IDENTIFICATION

**ACCOUNT NAME (3)**

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<th>ACCOUNT NAME (1):</th>
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<tbody>
<tr>
<td>ADDRESS:</td>
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<td>TOWN CITY:</td>
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<tr>
<td>COUNTRY:</td>
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(1) The name or title under which the account has been opened and not the name of the authorised agent.

**CONTACT:**

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<th>TELEPHONE:</th>
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<td>FAX:</td>
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<td>E-MAIL:</td>
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## BANK

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<td>BRANCH ADDRESS:</td>
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<td>TOWN / CITY:</td>
</tr>
<tr>
<td>COUNTRY:</td>
</tr>
<tr>
<td>ACCOUNT NUMBER:</td>
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<td>IBAN (2):</td>
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</table>

(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: |
| (Not Obligatory) (3) |
| DATE + SIGNATURE OF ACCOUNT HOLDER: |
| (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:**

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<th>IDENTITY CARD NUMBER □</th>
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| 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:**