**MINIMUM SECURITY REQUIREMENTS FOR NATIONAL PROCUREMENT COMPETITION, NATIONAL REQUESTS FOR QUOTATIONS OR DIRECT CONTRACTING[[1]](#footnote-1) for services implemented in orange / red AREAs according to THE French Ministry of Europe and Foreign Affairs classification
In accordance with Article 1.5.2 of the Guidelines for the Procurement of AFD-financed Contracts in Foreign Countries**

**Article to be included in Bidding Documents or Requests for Proposals as part of a National Procurement Competition, and requests for quotations or direct contracting aimed at national companies.**

*(to be inserted in the technical specifications of Works, or in the ToRs for Consulting Services)*

The Bidder/Consultant [*delete as appropriate*] shall acknowledge the security context, assess the associated risks pertaining to the execution of the Contract and take into account the possibility that security conditions may deteriorate during the performance of the Contract. The security of mobilized personnel and goods under the Contract will remain the sole responsibility of the Bidder/Consultant [*delete as appropriate*]. The Bidder/Consultant [*delete as appropriate*] commits to implementing security measures that it deems necessary and sufficient in order to ensure the security of these personnel and goods.

*Note:*

*The terms of reference shall clearly include all measures the Contracting Authority may decide to take on its own in order to ensure the security of the personnel and goods mobilized for the implementation of the contract.*

*If the Contracting Authority considers that bidders/consultants must price security costs separately (e.g. if trips are planned to high-risk areas or if securing a construction site is required), it must add a blank line for overall security costs in the financial forms.*

**Clause xx - Suspension or termination on the grounds of the Security of the Consultant's Personnel**

*(To be included in the Particular Conditions of Consulting Contract for* *National Procurement Competition, requests for quotations or direct contracting aimed at national companies)*

If it considers that the physical integrity of its Personnel, in connection with the performance of the Contract, is seriously and imminently threatened, the Consultant shall have full discretion to decide, without prior notice, to demobilise its Experts from the area where the Contract is performed and/or the dangerous area, and may immediately suspend all or part of the performance of the Contract. The Consultant shall promptly inform the Client.

The Consultant shall, within a maximum period of seven (7) days from its decision, provide written proof to the Client that its decision complies with the terms of the first paragraph above. It shall specify the reasons for its decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and the costs resulting from this suspension and/or demobilisation.

If the Client disputes the justification submitted by the Consultant for its decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen (14) days.

Except in the event of a dispute, the Client shall reimburse, within a reasonable limit, the direct costs resulting from such suspension, demobilisation and/or remobilisation of the Consultant's Experts, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed between the Parties.

The Consultant shall continue to perform, to the fullest extent possible, its obligations under the Contract and take all reasonable measures to mitigate the consequences of any demobilisation and possible suspension of the services. The Client and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the Services.

In the event the Services are resumed, the term thereof shall be extended by an amendment in accordance with the provisions of this Contract, for a period equivalent to the duration of the suspension.

If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated by either Party pursuant to the provisions of this Contract.

**Clause xx - Suspension or termination on the grounds of the Security of the Contractor's Personnel[[2]](#footnote-2)**

*(To be included in the Particular Conditions of Contract for Works for* *National Procurement Competition, requests for quotations or direct contracting aimed at national companies, and to be adjusted if needs be to the specific terms used in the contract, especially those starting with capital letters, and to the exact clauses of the contract)*

If it believes, acting reasonably, that the physical integrity of its Personnel is seriously and imminently threatened by a danger in the performance of the Contract, the Contractor may decide, without prior notice:

1. to demobilise its Personnel and Equipment from the area affected by the danger; and
2. immediately suspend the performance of all or part of its obligations under the Contract that the demobilisation referred to in sub-paragraph (a) above prevents it from performing.

The Contractor shall notify its decision to the Employer, within a maximum period of seven (7) days therefrom, furnish proof thereof and inform the Employer of the foreseeable impact of its decision on the Contract Price and the Completion of the Works, as well as the reasonable measures proposed to mitigate these impacts.

The Contractor shall take all reasonable steps to minimise any delay in the performance of the Contract and any Cost resulting from its decision.

The Contractor shall continue to perform its contractual obligations that the danger does not reasonably prevent it from performing.

If the Contractor suffers delays and/or incurs Costs as a result of its decision, the Contractor shall be entitled to obtain, in accordance with the provisions of the present Contract *[see provisions related to Contractor’s Claims, adjust if needed and specify the corresponding clause number]*:

1. an extension of time for such delay, if completion is or will be delayed, in accordance with provisions of the sub-clause *[Extension of Time for Completion – to be adjusted if needed and to specify the corresponding clause number]*; and
2. the payment of such Costs, including the costs of repairing and replacing Works and/or Goods damaged or destroyed by the danger, provided they are not covered by the insurance policy referred to in Sub‑Clause *[Insurance for Works and Contractor's Equipment - to be adjusted if needed and to specify the clause number]*.

After receiving this notification, the Engineer shall consult with each of the Parties to endeavour to reach an agreement. If no agreement is reached, the Engineer shall determine (1) if and (if applicable) to what extent the Contractor’s decision was justified by the circumstances, and (2) the matters described in sub-paragraphs (i) and (ii) above in due proportion. The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within [28] *[to be adjusted if different time period is given in the Contract in case of claim]* days from the receipt of the corresponding notification. Each Party shall give effect to each agreement or determination by the Engineer unless and until revised under *[see provisions related to claims and dispute resolution – to be adjusted if needed and to specify the corresponding clause number]*.

If, due to a danger notified in accordance with the provisions of this Sub-clause, the completion of most of the Works is prevented for a continuous period of eighty four (84) days or for multiple periods exceeding one hundred and forty (140) days, each Party may notify the other Party of the termination of the Contract in accordance with the provisions of the Sub‑Clause *[Optional termination, payment and release - to be adjusted if needed and to specify the corresponding clause number]*."

1. In case of a Request for Quotations or Direct Contracting involving foreign firms, the applicable framework is the one described in AFD’s standard Request for Proposals, for Consulting Services, or Standard Bidding Documents, for Works. [↑](#footnote-ref-1)
2. To be used for works contracts supervised by a specifically appointed Engineer. If this is not the case, chances are it is a small-scale contract and the clause may therefore be adjusted or simplified, in a way similar to what is done for consultants for instance. [↑](#footnote-ref-2)