Request for Proposals

Procurement of Services

Standard Bidding Document

For the

Establishment of an Assets Management System for the African Continental Free Trade Area (AfCFTA) Secretariat

Procurement Number: AfCFTA/AHRMD/NC/2023/0002

Date of Issue: 16th August 2023
REQUEST FOR PROPOSALS

Procurement Number: AfCFTA/AHRMD/NC/2023/0002

To: Potential Service Providers

Date: 16th August 2023

The African Continental Free Trade Area (AfCFTA) Secretariat invites you to submit your Technical and Financial Proposal for carrying out the services as described herein. Any resulting order shall be subject to the General Conditions of Contract for Purchase Orders (attached) except where modified by this Request for Proposals (RFP).

SECTION A: REQUEST FOR PROPOSAL

1) Description of Services and Location
   Establishment of an Assets Management System at the AfCFTA Secretariat, Accra.

2) Currency of Proposal Ghana Cedis.

3) Services are to commence by two (2) weeks from the date of the purchase order.

4) Services are to be completed within One Hundred and Twenty (120) days from the date of purchase order.

5) The warranty/guarantee period is: a one-year period on software and hardware.

6) Proposals must be valid for ninety (90) days from the Return By Date given below.

7) Proposals and supporting documents as specified in Section B must be in two separate folders which must be secured by different passwords Folders MUST be clearly saved as follow:
   - Technical offer: “Company name” _TO_Asset Mgmt 0002
   - Financial offer: “Company name” _ FO_Asset Mgmt 0003

8) Requests for clarification should be received by no later than 30th August 2023. The address for clarifications is Tenderafcfta@au-afcfta.org; Cc: Jessica.Lawson@au-afcfta.org and Doreen.Adjei-Anim@au-afcfta.org

9) Additional Information: Interested eligible tenderers may obtain further information from the AfCFTA Secretariat’s Website https://au-afcfta.org/bids.

10) The deadline for submission of Proposals is Friday, 15th of September 2023 at 11:00 hours GMT. Technical proposals shall be opened on Friday, 15th of September 2023 at 11:30 hours GMT in the virtual presence of proposers or Legal Representatives. The password for the technical offer will be provided by each proposer during the Technical Proposal opening session. Therefore, the presence of the Proposer or its legal representative is mandatory.

11) Technical and Financial Proposals must be submitted through email: Tenderafcfta@au-afcfta.org; Cc: Jessica.Lawson@au-afcfta.org
12) The attached Schedule of Rates and Prices in Section C and Technical Data at Section D detail the services to be performed.

13) You are requested to submit Technical and Financial Proposals by completing Sections B, C and D. Proposals shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services. The whole cost of performing the services shall be included in the items stated and the cost of any incidental services or materials shall be deemed to be included in the prices quoted.

14) The minimum technical score for the proposal to be considered and eligible for further evaluation is 80%. The ratio of the technical and financial scores will be 80:20.

15) If our Proposal is accepted, and as this RFP require, we undertake to provide performance security of 10% issued by a reputable Bank or performance bond of 30% issued by a reputable insurance company in the form provided, in the amounts, and within two (2) weeks.

16) Payments will be made in accordance with the below order within thirty (30) days of receipt of an invoice supported by a certificate of satisfactory completion signed by the Director, Administration and Human Resource Management as follows:

- **1st Payment:**
  Twenty Percent (20%) of the contract sum shall be paid within ten (10) days to the Service Provider upon submission and acceptance of the Inventory Report, and Invoice, on all current AfCFTA Secretariat assets within 14 days from the date of commencement of the assignment.

- **2nd Payment:**
  Forty Percent (40%) of the contract sum shall be paid within ten (10) days to the Service Provider upon submission and acceptance of the Estimated Values of all the Assets to be reviewed and an Invoice within 30 days from the date of commencement of the assignment.

- **3rd Payment:**
  Twenty Percent (20%) of the contract sum shall be paid within ten (10) days upon submission and acceptance at the end of the project an Invoice within 45 days from the date of commencement of the assignment.

- **4th Payment**
  Twenty Percent (20%) payment shall be made within ten (10) days upon submission and acceptance of the performance completion certificate after three (3) months.

Signed: …………………………………   Name…………………………………
Title/Position:…………………………………
For and on behalf of the Purchaser
Section B: Technical Proposal Submission Form

Your Proposal is to be returned on this Form by completing and returning Sections B, C and D including any other information and certification as stated within this RFP on your letterhead.

1) **Description of Services and Location**
   Establishment of an Assets Management System at the AfCFTA Secretariat, Accra.

2) Currency of Proposal ……

3) Services will commence within ………. days from date of Purchase Order.

4) Services to be completed by ……….days from the date of Purchase Order.

5) Validity period of this Proposal is ……. days from the Return by Date.

6) The warranty/guarantee period is: a **one-year period on software and hardware.**

7) We enclose the following document(s) as required by the Purchaser:
   - Power of Attorney
   - Company profile
   - Valid Ghana Revenue Authority (GRA) Tax Clearance Certificate with receipts.
   - Valid Value Added Tax (VAT) Registration Certificate with receipts.
   - Valid Business Registration Certificate
   - Valid Certificate of Incorporation
   - Valid Certificate of Commencement for a company registered before October 2020
   - Valid Registration Certificate from PPA with receipts
   - Proof of references (minimum 3) attesting to the Company’s knowledge and experience in establishing Asset Management services.
   - Financial statement (Audited Accounts) for three (3) years *(2020, 2021 and 2022)*
   - Brochures of the equipment you intend to supply.
   - Intellectual Property and Patent Rights
   - Manufacturers or Producer Authorisation or License from the product owner or Resellers Rights.

8) We confirm that our Proposal is subject to the African Union General Conditions of Contract for Purchase Orders and is based on the terms and conditions stated in your Request for Proposal referenced above.

9) If our Proposal is accepted, and as this RFP require, we undertake to provide performance security issued by a reputable Bank or performance bond issued by a reputable insurance company in the form provided, in the amounts, and within **two (2) weeks**

10) We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

11) We confirm that payment terms are acceptable for the duration of the services to be provided under this Contract as follows:
1st Payment:
Twenty Percent (20%) of the contract sum shall be paid within ten (10) days to the Service Provider upon submission and acceptance of the Inventory Report, and Invoice, on all current AfCFTA Secretariat assets within 14 days from the date of commencement of the assignment.

2nd Payment:
Forty Percent (40%) of the contract sum shall be paid within ten (10) days to the Service Provider upon submission and acceptance of the Estimated Values of all the Assets to be reviewed and an Invoice within 30 days from the date of commencement of the assignment.

3rd Payment:
Twenty Percent (20%) of the contract sum shall be paid within ten (10) days upon submission and acceptance at the end of the project an Invoice within 45 days from the date of commencement of the assignment.

4th Payment:
Twenty Percent (20%) payment shall be made within ten (10) days upon submission and acceptance of the performance completion certificate after three (3) months from the date of commencement of the assignment.

Authorised By:

Signature: ___________________________ Name: ___________________________
Position: ___________________________ Date: ___________________________

Authorised for and on behalf of:

Company: ____________________________________________________________

Registered Address and seal:
..................................................................................................................
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If any additional documentation is attached, a signature and authorisation at Sections B, C and D is still required as confirmation that the terms and conditions of this RFP prevail over any attachments. If the Proposal is not authorised in Sections B, C and D the proposal may be rejected.
**SECTION C: FINANCIAL PROPOSAL SUBMISSION FORM**

Schedule of Rates and Prices (to be priced by Service provider)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Services (In accordance with Section D)</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Price in Specified Currency</th>
<th>Total Price in Specified Currency</th>
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**Authorised By:**

Signature: ___________________________ Name: ___________________________

Position: ___________________________ Date: ___________________________  
(DD/MM/YY)

Authorised for and on behalf of:

Company: __________________________________________________________
SECTION D: SCHEDULE OF REQUIREMENT

1.0 GENERAL TECHNICAL REQUIREMENTS

Language Support: All information technologies must provide support for the English version specifically, all display technologies and software purchased must support the ISO 9001 character set.

1.0.2 DATES: All information technologies MUST properly display, calculate, and transmit date data in the latest formats/best practice.

1.0.3 Electrical Power: All active (powered) equipment must operate on 220v +/- 20v, 50Hz +/- 2Hz. All active equipment must include power plugs standard in Ghana.

1.0.4 Environmental: Unless otherwise, all equipment must operate in environments of 10-40 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust.

1.0.5 Safety:
   1.0.5.1 Unless otherwise specified, all equipment must operate at noise levels no greater than 55 decibels.
   1.0.5.2 All electronic equipment that emits electromagnetic energy must be certified as meeting US FCC class B or EN 55022 and EN 50082-1, or equivalent, emission standards.

2.0 Physical Identification and Verification of the Fixed Asset

The service provider will conduct physical identification and verification of the Fixed Assets’ existence and conditions to include the following:

a) Inventory Number or Tag Number
b) Asset serial number, specifically ICT equipment
c) Asset Description/Class (Nature of fixed asset)
d) Asset state or condition (active, obsolete and/or unserviceable)
e) Location of each Asset - Location details e.g., Department or Unit
f) Custodian of the asset (if the asset is assigned to individual or branch or department custody)

3.0 Asset Value Estimation

The service provider shall provide estimated values of all of the assets.

4.0 Coding of the Fixed Assets.

The service provider will propose an asset coding system for approval by the Secretariat which addresses the following:

a. Develop and proposed unique codes for all movable assets identified and verified
b. Ability to expand coding to all future assets that may be acquired
c. Ability to trace asset information with asset codes
d. Ability to segregate High Value and Low-Value Assets
e. Mechanism to prevent code duplication
5.0 Tagging of the Fixed Assets
The service provider shall supply high-quality and durable asset tags that can withstand all conditions associated with the normal use of the asset and also perform the following:

a) Assign (affix) Barcode enabled self-adhesive identification tags (with asset codes) to all assets identified and verified.
b) Project future asset acquisition and supply an agreed number of pre-coded asset tags that can be easily fixed by Secretariat staff for future assets.
c) Ability to provide future requests for barcode-enabled self-adhesive identification tags
d) Asset tags should meet the following minimum specifications.
   – Tags should be metallic
   – Inscriptions will be made in colour and black print
   – Minimum dimensions of the tag will be 60mm x 20mm

6.0 Compilation of Updated Fixed Assets Register
The fixed assets verification and tagging will include the compilation of updated and comprehensive and accurate assets register with the complete details of assets i.e., type, serial number, Class, Department, assignment, location, asset status etc. The register must be expandable for future asset acquisition.

7.0 Automation of Fixed Assets Register
The service provider shall provide the Secretariat with suitable software to automate the process of tracking assets through the various stages in the asset lifecycle, from acquisition through disposal in line with the AfCFTA Asset policy and international best practices, and exportable into SAP MM module. The system will be capable of:

a. Asset tracking
b. Asset Inventory Auditing
c. Asset Accounting
d. Expandable to manage all current and future assets that may be acquired
e. Permit perpetual/continuous and periodic update of asset register and subsequent management
f. Ability to provide general and customized fixed asset reports
g. Ability to provide basic asset management analytics for decision-making
h. Web capability
i. Multi-currency enabled

8.0 Hardware for Asset Data Capturing and Update
The service provider will be expected to supply suitable Barcode enabled hardware for performing the following:
a. Read/scan barcode for fixed Asset tracking
b. Read/Scan barcode for compiling and updating asset register

c. Read/scan asset codes for generating various reports

d. Upload /download scanned asset codes to update fixed assets register automatically

e. Enable virtual and/or decentralized fixed asset register updating

9.0 **Reporting Requirements**

The Service Provider shall provide a comprehensive report of work done including but not limited to the following information:

a. Fixed assets verified and tagged which are already recorded in the AfCFTA Fixed Assets Register

b. Fixed assets verified and tagged which are not recorded in the AfCFTA Fixed Assets Register

c. Fixed assets which are in the AfCFTA Fixed assets register but could not be identified during the fixed assets verification and tagging exercise

d. Fixed assets that are in a state of disrepair and recommended for disposal

e. Provide asset valuation report

10.0 **Knowledge Transfer**

The service provider shall develop and submit a manual for the asset management system and train (at least 5) staff for future management of the system.

11.0 **System Maintenance and Warranty**

a. The service provider should demonstrate the ability to provide continuous general system maintenance and support. The service provider will also be required to propose a Service Level Agreement (SLA) that will be agreed with the client.

b. The service provider shall provide a minimum of a one-year warranty period on software and hardware post-completion of the project.

12.0 **Pricing and Contract**

The service provider shall provide a detailed pricing proposal in Ghana Cedis. The AfCFTA Secretariat shall have the opportunity to negotiate the price before the signing of the contract.

13.0 **Storage and Backup**

a. The service provider shall propose a suitable platform (cloud-based, in-house or hybrid) for the operation of the software for consideration by the AfCFTA Secretariat.

b. All reports will be stored as directed by the Secretariat’s IT Unit.
14.0 Personnel
The Service Provider shall provide the required number of staff needed to execute the full scope of the assignment and will be supported by Secretariat staff from the Facilities unit, It unit Stores unit and Finance Directorate.

We confirm that we comply with the terms of reference as detailed above.

Authorised By:

Signature: __________________________ Name: __________________________
Position: __________________________ Date: __________________________

Authorised for and on behalf of:

Company: __________________________________________________________
The technical bid will be evaluated as follows:

1. The importance of each of the technical features and skills will be assigned a weight on a scale of 0 - 4 as presented in the table below.

2. A rating will be assigned for each feature based on an assignment of how well the service provider’s proposed solution meets each technical requirement, on a scale of 0 - 4, as follows:
   - 0= unacceptable or absent: the feature is not present in the bid or does not meet the minimum requirement
   - 1= Poor: the feature is present but is not adequately described or lacks required content or functionality
   - 2= Fair: the feature meets the minimum requirements.
   - 3= Good: the features have some aspect which exceeds the minimum requirement.
   - 4= Excellent: the feature clearly has aspects which significantly exceed minimum requirements.

3. For each sub-criteria, the evaluation team will calculate a score by multiplying the quality rating number by the importance weight number.

4. The product of these two numbers will be entered in the final column.

Entries in the final column will be added, and each service provider’s score will be calculated as a percentage of the total points available. Each service provider’s score will be proportional to the maximum obtainable score (192).

The minimum technical score for the bid to be considered responsive and eligible for further evaluation is 80%.

The ratio of the technical and financial scores will be 80:20.

**Evaluation Categories and Weighting**

<table>
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<tr>
<th>Item Clause Number</th>
<th>Description</th>
<th>Importance Weighting on scale of 0-4</th>
<th>Rating of Proposed System on scale of 0-4</th>
<th>Sub-total (weighting x rating)</th>
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<tbody>
<tr>
<td>1.1</td>
<td>General Experience of Firm</td>
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<tr>
<td>1.1.1</td>
<td>Demonstrated experience, knowledge and expertise in Assets Management</td>
<td>4</td>
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<td>1.1.2</td>
<td>Demonstration of prior successful implementations of similar Assets Management projects.</td>
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<td>1.1.3</td>
<td>Experience in managing ICT projects in the public sector.</td>
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<td>1.1.4</td>
<td>Experience in developing countries or</td>
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<tr>
<td>Item Clause Number</td>
<td>Description</td>
<td>Importance Weighting on scale of 0-4</td>
<td>Rating of Proposed System on scale of 0-4</td>
<td>Sub-total (weighting x rating)</td>
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<td>1.2</td>
<td>Experience of Firm in Physical Identification and Verification of the Fixed Assets</td>
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<tr>
<td>1.2.1</td>
<td>Experience in identifying and verifying of fixed assets in existence and conditions of Assets Shell Number, Location of each Assets- location details and Assets Description/Class (Nature of fixed assets)</td>
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<td>1.3</td>
<td>Experience of firm in Coding of Fixed Assets</td>
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<td>1.4</td>
<td>Tagging of the Fixed Assets</td>
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<td>1.5</td>
<td>Reporting</td>
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<td>1.6</td>
<td>Compilation of Updated Fixed Assets Register</td>
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<td>1.7</td>
<td>Automation of Fixed Assets Register</td>
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<td>1.8</td>
<td>Hardware for Asset Data Capturing and Update</td>
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<td>1.9</td>
<td>Asset Value Estimation</td>
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<td><strong>TOTAL SCORE</strong></td>
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<td><strong>192</strong></td>
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</table>
ATTACHMENT 2: POST-QUALIFICATION EVALUATION METHODOLOGY

Post Qualification requirements for Service providers are:

a) **Experience**
   The Service provider must have
   i. For carrying out this assignment as a firm with experience in Fixed Assets Management or similar assignments in the last five years, African experience will be an advantage; Ghana experience will be an added advantage.
   
   ii. The firm should also provide evidence of having implemented successfully at least three of such systems locally or in conditions similar to the International Organisation.

b) **Technical Capacity:**
   The Service provider shall have experience in Fixed Assets Management Systems with the ability of legacy systems integration with 3rd party applications as per Fixed Assets Management System requirements.

c) **Financial Capacity**

   (i) Minimum average annual turnover of **GHS575,925.00** calculated as total certified payments received for contracts in progress or completed within the last three (3) years (**2020, 2021 and 2022**)).

   (ii) Service providers are required to submit audited Financial Statement balance sheets and income statements for the last three 3 years (**2020, 2021 and 2022**) as part of their financial statements.

   (iii) Demonstrate evidence of the firm’s liquidity in the form of cash flow, liquid assets and/or credit lines net of other ongoing commitments at the minimum required amount of **GHS180,000.00**

d) **Manufacturer's Authorizations for Information Technologies** - except for those technologies which the Service provider itself manufactures - are required for the following types/categories:

   - All Application Software
   - Assets Management software
   - Any other 3rd party software/hardware used by a service provider for developing, customising and implementing of the assets management.
PURCHASE ORDER

Procurement Number: AfCFTA/AHRMD/NC/2023/0003

To: [Name and Address of Service provider]

Your proposal reference [reference number] dated [date of proposals] is accepted and you are required to perform the services [amend as appropriate] as detailed in the attached Schedule of Requirements against the terms specified below. This order is subject to the African Union General Conditions of Contract for Purchase Orders, except where modified by the terms stated below.

TERMS OF THIS PURCHASE ORDER:

1) Contract Sum: The Contract Sum is [state contract sum and currency].

2) Completion Period: The services performed within ………… days from the date of Advance payment.

3) Warranty: The warranty/guarantee period is: …………………months.

4) Performance: The services provided at the AfCFTA Secretariat, Africa Trade House, Ambassadorial Enclave, Liberia Road, Ridge, Accra – Ghana.

5) Contact Person: Enquiries and documentation should be addressed to:

Jessica Koko Lawson
The Head of Procurement & Travel Unit
African Continental Free Trade Area (AfCFTA)

Location: African Trade House
Ambassadorial Enclave
Liberia Road, Ridge, Accra – Ghana

6) Payment to Service provider:

Payment will be made within sixty (60) days as follows:

- **Advance Payment**

  Twenty Percent (20%) of the Contract Price shall be paid within ten (10) days upon submission of a bank guarantee equal to the amount and valid until acceptance and handover of the assignment within two (2) weeks from the date of Purchase Order.

- **On Installation, Training and Acceptance**

  Fifty Percent (50%) of the Contract Price shall be paid within ten (10) days upon submission of the acceptance certificate and invoice for the installation of all the GPS
modules in all cars, the application in dedicated laptops and the training of all concerned staff within thirty (30) days from the date of advance payment.

- **End of the Project**

  Twenty Percent (20%) payment shall be made within ten (10) days upon submission and acceptance certificate and invoice at the end of the Project within forty-five (45) days from the date of advance payment.

- **Final Payment**

  Ten Percent (10%) payment shall be made within ten (10) days upon submission and acceptance of the performance completion certificate after three (3) months from the date of advance payment.

7) **Appendices**: The following documents attached as appendices form part of this Contract:
   - Schedule of Requirements;
   - African Union General Conditions of Contract for Purchase Orders;
   - Manufacturers/Producer Authorisation/License from the product owner or Reseller Rights

**Purchase Order Prepared by:**

Signature:…………………………………..  Name:………………………………………………
Position:…………………………………………….  Date: ……………………

**Purchase Order Authorised by:**

Signature:…………………………………..  Name:………………………………………………
Position:…………………………………………….  Date: ……………………
The African Union – General Conditions of Contract (GCC) for Purchase Orders

1. Definitions

1.1 The following terms shall be interpreted as indicated:

(a) “Contract” means the Purchase Order issued by the Purchaser based on the schedule of requirements, technical specifications, plans, drawings and other documents in the invitation issued by the Purchaser, and the quotation submitted by the Supplier.

(b) “Contract Price” means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.

(c) “Goods” means the equipment, machinery, items, commodities and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(d) “Purchaser” means the office of the African Union Commission purchasing the Goods, Works or Services, as named in the Purchase Order.

(e) “Services” means the professional, technical, advisory, or maintenance obligations of the Supplier under a Contract for the provision of Services.

(f) “Supplier” means the individual or firm supplying the Goods, Works or Services, as named in the Purchase Order.

(g) “Works” means the construction, installation, and related activities required under a Contract for the provision of Works as defined in the Schedule of Requirements.

2. Country of Origin

2.1 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

3. Standards

3.1 The Goods, Works and Services supplied under the Contract shall conform to all standards and requirements in the Schedule of Requirements, technical specifications, plans, drawings, terms of reference or other documents forming part of the Contract.

4. Patent Rights

4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the Country specified for delivery.

5. Warranty

5.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials.

5.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.

5.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by the Purchaser, unless specified otherwise in the Contract.

5.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty, and on receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, works or parts thereof, without costs to the Purchaser.

5.5 If the Supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the Purchaser may proceed to take remedial action at the Supplier’s risk and expense.

6. Insurance

6.1 Goods supplied under the Contract shall be fully insured by the Supplier against loss or damage up to the point of delivery and acceptance by the Purchaser.

6.2 For Works contracts, the Supplier shall maintain insurance cover, from the Start Date to the end of the Defects Liability Period, for the following events:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to other property in connection with the Contract; and

(d) personal injury or death.

6.3 For Services contracts the Supplier shall maintain:

(a) public liability insurance;

(b) third party insurance;

(c) professional liability insurance, where appropriate;

(d) employer’s liability and workers’ compensation insurance in respect of the personnel of the Supplier and of any sub-contractor.

7. Packing

7.1 The Supplier shall provide such packing of Goods as necessary to prevent damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand rough handling and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

7.2 Packing, marking, and documentation within and outside the packages shall comply with any requirements expressly provided for in the Schedule of Requirements.

8. Delivery

8.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

8.2 The terms “EXW,” “CIF,” “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9. Transportation

9.1 Where the Supplier is required under the Contract to transport Goods to a specified place of destination, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
The African Union – General Conditions of Contract (GCC) for Purchase Orders

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice” means 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;

“obstructive practice” means 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;

13.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 15.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier may be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

14. Settlement of Disputes

14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

14.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

14.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorised arbitration service agreed between the parties to the contract.

14.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due to the Supplier that are not subject of arbitration.

15. Limitation of Liability

15.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC Clause 4,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

16. Governing Language

16.1 The Governing Language of the Contract shall be English.

17. Taxes and Duties

17.1 The African Union (AU) and its organs are exempted from all direct taxes and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly the Supplier authorises AU to deduct from the Supplier’s invoice any amount representing such taxes or duties charged to the African Union by the Supplier. In the event that any taxing authority refuses to accept the African Union’s exemption from such taxes or duties, the Supplier shall immediately consult with the AU.

17.2 A Supplier shall be responsible for obtaining exemption for the African Union of all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser, unless otherwise agreed in writing by the AU.
Manufacturer’s Authorization Form

Date:

To:  [name of the Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

I hereby authorise [name and address of Agent] to submit a Proposal, and subsequently negotiate and sign the Contract with you against Procurement No. [reference of the Request for Proposals] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 5 of the General Conditions of Contract for purchase order for the goods offered for supply by the above firm against this Request for Proposals.

____________________________________________________

___ [signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Service Providers in its Proposals.
Performance Security Form

A sample of an acceptable form of Performance Security is provided in the bidding document.

The Performance Security Form should not be completed by bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the performance security in accordance with the format indicated.
PERFORMANCE SECURITY - UNCONDITIONAL BANK GUARANTEE

To: [name and address of Employer]

Whereas [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [procurement number] dated [date] to execute [name and Procurement Number of Contract and brief description of Works] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of Guarantee] [amount in words],1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 90 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

Address

Date

1 An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.